

2004 - 2005 - 2006

AGREEMENT
BETWEEN THE
CITY OF DULUTH
AND
LOCAL 66 OF A.F.S.C.M.E.
FOR
BASIC UNIT EMPLOYEES

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THIS AGREEMENT dated the 15 day of June, 2004, is entered into by and between the City of Duluth, hereinafter called the "Employer" and LOCAL 66 of A.F.S.C.M.E., represented by Minnesota Arrowhead District Council 96, hereinafter called the "Union".

ARTICLE 1 - PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

1.1. Establish certain hours, wages and other terms and conditions of employment, as defined in Minnesota Statute.

1.2. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality public service for the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - DEFINITIONS

2.1. Administrative Assistant means the Administrative Assistant to the Mayor of the City of Duluth.

2.2. Appointing Authority means the Administrative Assistant, department head or acting department head.

2.3. Assignment - an order from the Employer to an employee directing the employee to perform work in the same department and in the same job classification.

2.4. Basic annual pay means the employee's monthly salary as provided for in Appendix 2, 3, and 4 of this Agreement added to the employee's longevity award as provided for in Article 9 of this Agreement multiplied by twelve (12).

2.5. Basic hourly rate, for all purposes, means the employee's basic annual pay divided by 2080 in the case of employees whose normal workweek is forty (40) hours and divided by 1950 in the case of employees whose normal workweek is thirty-seven and one-half (37 1/2) hours. The basic hourly rate shall be calculated to the nearest \$.0001.

2.6. Basic monthly pay means the employee's monthly salary provided for in Article 8 of this Agreement.

2.7. Board means the Civil Service Board of the City of Duluth.

2.8. Continuously employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence, sick leave, vacation, military leave, layoffs, or absence due to injury or illness that was compensable under Minnesota Worker's Compensation Act or, for a period not to exceed two years,

while on long term disability.

2.9. Demotion. Instruction from employer to employee that the employee shall work in a different job classification, which classification is in a lower salary range than the one the employee had been in before receiving said instruction from the employer.

2.10. Employee means a member of the formally recognized bargaining unit represented by the Union.

2.11. Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

2.12. Involuntary Transfer. A transfer of an employee which is ordered even though the employee is opposed to the transfer.

2.13. Non-duty disability. A physical condition which renders an employee incapable of performing the work within his or her classification assigned to him or her by the employer, and which is not compensable under the worker's compensation law.

2.14. Position. A job that the Employer has determined shall be performed by one person in a single job classification.

2.15. Secretary means the secretary of the Civil Service Board of the City as defined in Chapter 13 of the City Code.

2.16. Shift means a stipulated eight (8) hour work period for personnel whose normal workweek is forty (40) hours and a seven and one-half (7 1/2) hour period for personnel whose normal workweek is thirty-seven and one-half (37 1/2) hours.

2.17. Supervisor means an employee of the City who has been determined by the Director of Mediation to be a supervisor.

2.18. Transfer. Directing an employee to perform work in the same job classification and at the same salary range but in a different department of the City than the one the employee had been working in before the transfer.

2.19. Voluntary Transfer. A transfer requested and agreed to by the employee transferred.

ARTICLE 3 - RECOGNITION

3.1. The Employer recognizes the Union as the exclusive bargaining representative of all employees working in the classified service excluding police, fire, confidential and supervisory employees as certified by the Bureau of Mediation Services and also defined as public employees in Minnesota Statutes, Section 179A.03, Subd. 14.

3.2. In the event that any new job classification is created within the City's Civil Service after the effective date but during the term of this Agreement, and such position is filled by the City,

the parties agree to meet and discuss whether or not such person should be represented by the Union prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such person.

ARTICLE 4 - DUES CHECKOFF

4.1. The Employer shall deduct from the paychecks once each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all members of the Union authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union within ten (10) days after the paychecks from which such deductions are made are distributed to the employees.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1. The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, Subd . 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6 - SAVINGS CLAUSE

6.1. This Agreement is subject to the Laws of the United States and the State of Minnesota, and the Charter of the City of Duluth. In the event any provision of this Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be re-negotiated at the request of either party.

ARTICLE 7 - HOURS OF WORK

7.1. For employees in pay ranges 14 through 39 the normal work week shall be forty (40) hours and the normal workday shall be eight (8) hours.

7.2. For employees in pay ranges 116 through 142 the normal workweek shall be thirty-seven and one-half (37 1/2) hours and the normal workday shall be seven and one-half (7 1/2) hours.

7.3. For computation of overtime, the workweek will end at 12:00 AM Saturday (midnight).

7.4. Notwithstanding any provision in this Agreement to the contrary, employees working the Police Record Bureau may be scheduled to work shifts consisting of seven and one-half (7 1/2) consecutive hours of work with no lunch periods. For the purposes of this paragraph, the workweek

may commence at midnight Friday.

7.5. The Employer and the Union agree that overtime pay and other benefits shall be negotiated for employees who may work schedules that provide for other than thirty-seven and one-half (37 1/2) hours per week with seven and one-half (7 1/2) hour days and forty (40) hours per week with eight (8) hour days.

7.6. An employee's work schedule shall not be changed without seven (7) working days' notice.

7.7. Flexible Scheduling

A. This Part 7.7 applies to any employee of work teams covered by the collective bargaining agreement who choose to work assigned schedules as provided for in this Part 7.7.

B. The assignment of work, and of work schedules, shall continue to be a right of management, except as modified by this collective bargaining agreement. This Part 7.7 will allow the Employer to implement, for the employees, a normal work schedule that results in hours of work that are different from those set out above in this Article of the collective bargaining agreement. Participation in the new assigned work schedule under this Part 7.7 must be voluntary on the part of the employee. The implementation of this Part 7.7 shall not result in any loss of the employer's rights to set schedules or assign work.

C. The employees specified in A. above, may be scheduled to regularly work the hours each work day, and the work days in each work week which are decided upon, after conferring, by the employee and her or his supervisor, and posted by the employer. Copies of all new, or amended, work schedules for work teams shall be distributed by the Supervisor, to the Union, department director, and City's Administrative Assistant, and made available, by posting or otherwise, to employees.

D. Each employee will be eligible for overtime rate of pay after he or she worked the hours in a day which are regularly and previously scheduled for that day, by the process set out in this Part 7.7, or after he or she has worked the hours in a work week which were regularly and previously scheduled for that week, by the process set out in this Part 7.7, or total at least 40 hours.

E. If the employee and the supervisor of a work group decide that the work group shall use individual work schedules rather than a group schedule, then the following shall apply:

1. The employee shall request an individual schedule.
2. The employee and immediate supervisor shall agree upon a schedule.
3. The Employer must approve the schedule to be implemented.
4. Any schedule that is implemented must not violate the established schedule limits.

F. The employer shall evaluate the effectiveness of any work schedules implemented under this Part 7.7. work schedules should result in a continuation of, or improvement

in, the quality and quantity of service to the public; increased employee satisfaction; continuation or improvement in workplace communication and professionalism; continued or increased public access to services; continued or increased office hours. No schedule shall result in increased cost under Federal or State Labor Standards Acts.

G. When an employee is working under a schedule implemented pursuant to this Part 7.7. vacation accumulation will be calculated using hours worked not days; for purposes of calculation holiday pay or personal leave work hours shall mean a period of seven and one-half (7-1/2) hours for employees working a 37-1/2 hour work week, and eight (8) hours for employees working a 40-hour work week. Basic hourly rate calculation will be adjusted, if needed, so that base pay remains unchanged from what it was before implementation. For purposes of retiree hospital-medical insurance, the "day" shall mean the period of time worked in one day.

ARTICLE 8 - SALARY PROGRESSION - DEFERRED COMPENSATION

8.1. Effective January 1, 2004, the monthly salaries shall be increased by 1.5% per year as indicated in Appendix 2. Effective January 1, 2005, the monthly salaries shall be increased by 4% per year as indicated in Appendix 3. Effective January 1, 2006, the monthly salaries shall be increased by 4% per year as indicated in Appendix 4.

8.2. An employee appointed to a permanent position of the classified service from a Civil Service employment list (open examination) shall be placed in step A of the appropriate pay range as shown in Appendixes 1, 2, 3, and 4, or except when otherwise recommended and justified by the appointing authority with the approval of the Administrative Assistant.

8.3. When an employee is promoted or reclassified to a higher position or an employee's position is assigned to a higher pay range, his or her salary shall be increased to that salary in the new pay range which is next over the salary he or she was receiving prior to promotion except when otherwise recommended and justified by the appointing authority with the approval of the Administrative Assistant.

8.4. Employees shall remain at the assigned step as specified above until the beginning of the next pay period following completion of six (6) months service in a permanent position, at which time he or she shall advance one (1) step in the pay range in the applicable Appendix and the employee shall thereafter advance one (1) step in the pay range for each additional twelve (12) months of service; however, salary progression for an employee in a non JATC apprenticeship program shall be governed as specified in Appendix 5. If the employer does not offer course(s) as required in Appendix 5, the employee shall advance to the next pay step when otherwise eligible. When the employer offers such course (s), the employee shall be required to take such course(s) or the employee will have their salary reduced to the next lower step and the employee shall remain at such step until they complete the course(s).

8.5. No employee shall be required to work out-of-class in a higher job classification without the employee's consent. Any employee assigned in writing by the Appointing Authority or his or her authorized representative to work out of class in a higher classification within a work site shall have his or her salary increased to that step in the pay range for the classification in which the employee is assigned to work which step is next over the salary he or she was receiving prior to such out-of-class assignment.

The Appointing Authority or his or her designee shall select the employee by seniority in the next lowest class or lower classes in the work unit, provided said employee possesses any license required by job specifications.

No out-of-class pay shall be paid where such assignment is for a period of less than one-half (1/2) day.

Out-of-class pay shall not be paid for employees being trained within a City-approved training program.

No such assignment shall exceed ninety (90) working days, at which time a determination shall be made to permanently fill or vacate the position.

The Administrative Assistant, or his or her designee and the Union shall receive a copy of all written assignments for review for appropriateness of assignment.

8.6 The Employer and the Union agree there shall be Apprenticeship Programs as established in Appendix 5.

8.7 Notwithstanding any other provision of this article to the contrary, any employee who subsequent to August 1, 1980 commences employment in a position as a participant in an apprenticeship or training program which is approved by the Joint Apprenticeship Training Committee (J.A.T.C.) shall be compensated in accordance with the following formula:

TRAINING WAGE FORMULA						
Program Years	5 years	4½ years	4 years	3 years	2 years	1 year
O - 6	Entrance	Entrance	Entrance	Entrance	Entrance	Entrance
6 - 12	79%	84%	86%	78%	80%	88%
12 months	80%	86%	88%	81%	88%	100%
18 months	82%	88%	90%	84%	94%	
24 months	84%	90%	92%	92%	100%	
30 months	86%	92%	94%	96%		
36 months	88%	94%	96%	100%		
42 months	92%	96%	98%			
48 months	94%	98%	100%			
54 months	97%	100%				
60 months	100%					

When a Utility Service Person promotes to an Appliance Mechanic Apprentice, that employee shall be placed at the 92% level. The employee will move to the 94% level after six months.

When a Meter Reader promotes to a Utility Service Person, that employee shall be placed at the 92% level. The employee shall move to the next step after such employee completes the necessary requirements, in accordance with the J.A.T.C. rule, for advancement to that step.

However, any employee who commences employment in a position contained in the J.A.T.C. Information/Finance Program, shall be compensated in accordance with the following formula:

Level 1 - Clerical Support Technician

0-6 months	79% of Range 121-Step E
6-12 months	82%
12 months	85%
18 months	88%
24 months	91%
30 months	94%
36 months	97%
42 months	100% of Range 121-Step E

Level 2 - Information or Finance Technician

0-6 months	82% of Range 126-Step E
6-12 months	85%
12 months	87%
18 months	90%
24 months	92%
30 months	95%
36 months	97%
42 months	100% of Range 126-Step E

Level 3 - Administrative Information or Finance Specialist

0-6 months	90% of Range 129-Step E
6-12 months	92%
12 months	95%
18 months	97%
24 months	100% of Range 129-Step E

Further, promotions of employees from one level to the next level within the J.A.T.C. Information/Finance Program shall be according to the following procedure:

A. When an employee reaches the 100% level in his/her current program level, his/her name will be placed on an eligible list for the next higher level;

B. When an opening occurs at the appropriate higher level, all eligibles will be notified of that opening;

C. If an eligible employee wishes to be considered for that opening, his/her name will be placed on an interview list; and

D. If there are more than 10 eligible names on the interview list 10 names will be randomly drawn from the list. Those 10 people would be interviewed for the vacancy. If the interview list contains fewer than 10 eligibles, all such eligibles would be interviewed.

Employees interested in considering a lateral transfer within a program level, also may have their name added to the interview list.

Notwithstanding any other provisions of this article to the contrary, any employee who commences employment in a position contained in the J.A.T.C. Financial Analyst Program, shall be compensated in accordance with the percentage pay plan that is listed below. Except where otherwise limited to the J.A.T.C. Approved program description, a participant's advancement through this plan shall be as follows:

a. One step shall be earned for completion of each 16.67 hours of J.A.T.C. approved training; and

b. Two steps shall be earned for completion of each 600 hour unit of O.J.T. hours (the approximate amount of O.J.T. accumulated in 6 months of employment).

1 (entrance)	70.00%	21	85.75%
2	70.75%	22	86.50%
3	71.50%	23	87.25%
4	72.25%	24	88.00%
5	73.75%	25	88.75%
6	74.50%	26	89.50%
7	75.25%	27	90.25%
8	76.00%	28	91.00%
9	76.75%	29	91.75%
10	77.50%	30	92.50%
11	78.25%	31	93.25%
12	79.00%	32	94.00%
13	79.75%	33	94.75%
14	80.50%	34	95.50%
15	81.25%	35	96.25%
16	82.00%	36	97.00%
17	82.75%	37	97.75%
18	83.50%	38	98.50%
19	84.25%	39	99.25%
20	85.00%	40 (completion)	100.00%

Administration of the J.A.T.C. Financial Analyst Program pay provisions shall be as follows:

1. Upon entry into this program, an employee's compensation shall be established at the higher of the following amounts:

a. the percentage rate in the pay plan which corresponds to the amount of advanced standing approved for that employee by the J.A.T.C.;

or, for current employees only,

b. the percentage rate in the pay plan which is next over the employee's current rate of pay.

2. An employee's participation in and progress through this program shall be in accordance with the procedures of the J.A.T.C.

8.8 For each employee beginning the first day of the month following the date of hire, the Employer shall contribute two hundred twenty-four dollars (\$224.00) per month beginning January 1, 2004, and an additional five dollars (\$5.00) per month for each employee enrolled in plan 3 single coverage hospital-medical insurance, for either contribution to a qualifying and approved deferred compensation plan, or for contribution to a city-sponsored family dependant hospital-medical plan premium, whichever is designated by the employee during the open window for insurance selection or at the time of a life event.

8.9. The entrance and completion rates of pay for each such program shall be determined by the Labor-Management Committee, but shall be within the minimum and maximum monthly rates of pay specified for the position by Appendixes 1, 2, 3 and 4. The percentages indicated in the above formula shall mean percentages of the completion rate of pay so determined. The J.A.T.C. shall monitor changes to Appendixes 1, 2, 3 and 4 so as to insure that appropriate entrance and completion rate adjustments are made in connection with related changes made to Appendixes 1, 2, 3 and 4. When an employee enters a J.A.T.C. program, the employee shall not receive pay less than what the employee was being paid in the employee's previous classification. An employee who voluntarily demotes or is demoted to a J.A.T.C. Program shall receive not less than two steps below 100% of the top rate of the apprentice classification. The J.A.T.C. Committee shall have the authority to determine which step the demoted employee will receive.

8.10. Compensation increases authorized by the above formula shall be implemented only if the employee has served the time indicated and has satisfactorily completed the appropriate program training, which shall be verified by the J.A.T.C.

ARTICLE 9 - LONGEVITY AWARD

9.1. In addition to the monthly pay prescribed herein, any employee who has been continuously employed by the City for a number of qualified pay periods, the total of which is not less than eight (8) years, shall receive from and after the beginning of the next pay period following completion of his or her eighth year of service, a monthly longevity award equal to four percent (4%) of his or her basic monthly pay and any employee who has been continuously employed by the City for a number of qualified pay periods, the total of which is not less than sixteen (16) years, shall receive from and after the beginning of the next pay period an additional monthly longevity award equal to four percent (4%) of his or her basic monthly pay. Such longevity award shall be computed to the nearest dollar per month. The term "qualified pay period" shall mean any regular minimum period of time at the end of which full-time employees of the City are regularly paid and during which the employee was employed and/or paid by the City for not less than three-fourths (3/4) of the normal working hours of the position he or she then occupied.

9.2. In cases where employees have completed a sufficient number of years of service in the Police or Fire Departments of the City to qualify for police or fire pension benefits, the period

of service of such an employee in the Police or Fire Department shall not be considered in computing the longevity award to which such employee may be entitled under this article.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.1. Employees working a regular shift commencing between the hours of 12:00 p.m. and 10:00 p.m., shall, in addition to their monthly pay, receive a shift differential equal to \$.75 per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 4:00 a.m., including Library employees, shall, in addition to their monthly pay, receive a shift differential equal to \$1.00 per hour for each hour worked during such a shift. No employee shall receive such shift differential for any time for which he or she will receive overtime compensation provided for in Article 17 of this Agreement.

ARTICLE 11 - UNIFORMS

Uniforms shall be provided by the appropriate departments as follows:

11.1. Public Works and Utilities

(a) In the Customer service (Comfort Systems), Utility Operations, Street Maintenance, Sign Maintenance, Water Treatment, and Gas Supply Divisions, all employees, excluding clerical and those employees covered under 11.5 of this article, shall receive an initial uniform issue of: five (5) pants, five (5) shirts, one (1) lined denim jacket, and one(1) winter jacket/coat with hood.

(b) All employees covered under this article shall receive a clothing allotment per year equal to one half (½) the cost of that year's initial uniform cost.

(c) In addition to those uniforms furnished in this article, coveralls shall be furnished to eligible employees when requested.

(d) All jackets, shirts and coveralls shall have identification patches furnished by the department sewn on them.

It shall be the responsibility of the employee to maintain such uniforms in a neat and presentable manner. Upon approval of employee's supervisor, up to two (2) replacement uniforms or other articles of clothing may be furnished by the Department each year. All employees who are issued uniforms shall be required to wear them while on duty.

11.2. Public Works and Utilities Department:

(a) Employees assigned permanently to do Sewer Maintenance and Operation work shall be furnished one set of coveralls per week. In addition, they will be supplied:

- (1) At least one change per day of pants and shirt (minimum).
- (2) At least one extra change per week (a total of six (6) per week).
- (3) One summer jacket in a safety color (orange or yellow) per year.

(4) One winter jacket of same color as summer jacket per year.

(b) Three (3) sets of coveralls shall be furnished and maintained by the Department at the Aerial Bridge for use by the Bridge Operators while engaged in bridge maintenance.

(c) Painters shall be furnished three (3) painter pants and shirts per year.

(d) Coveralls shall be provided and maintained for all employees requiring their use while performing their duties.

11.3. Parks and Recreation Department:

(a) Zoo Keepers shall be furnished:

6 shirts	2 jackets
6 pants	1 parka

(b) Recreation Specialists shall be furnished:

1 winter jacket or approved winter outer ware
1 pair of cold weather foot ware
1 light jacket

It shall be the responsibility of the employee to maintain such uniform in a neat and presentable manner. Upon approval of the employee's supervisor, replacement uniforms shall be furnished by the Department. Employees who are issued uniforms shall be required to wear them while on duty.

11.4. Police Department:

(a) Traffic Division: Parking Meter Monitors shall be furnished the following items upon initial employment and replacement items as needed:

1 jacket	1 jacket liner
2 pair culottes or pants	2 slacks
1 winter coat	1 rain/shine coat
2 pair shoes	1 pair snow boots
4 long sleeve shirts	4 short sleeve shirts
Headgear	

(b) Radio Technician Operators shall be furnished shop coats as needed.

11.5. Miscellaneous:

Employees filling the positions of Equipment Maintenance Specialist, Heavy Equipment Mechanic, and Industrial Equipment Technician shall be furnished one (1) set of coveralls per week by the employee's department.

11.6. Effective April 1, 1981, all employees or groups of employees who have been receiving uniforms or coveralls as provided for under this article, shall continue to receive said

coveralls and uniforms as previously provided, however, any change or addition to this article shall only be done with the agreement of the Department Head or his or her designee and with all the affected employees. All employees so affected shall be treated the same as to the distribution or wearing of uniforms.

11.7. An employee entitled to receive uniform items under this article may substitute suitable workplace footwear for the items, or part of them, so long as the total uniform cost to the Employer is not increased by the substitution.

ARTICLE 12 - MEAL ALLOWANCE

12.1. Employees required to work more than ten (10) hours in any day shall be provided, not later than four (4) hours beyond the normal work day, the opportunity to go for a meal off duty time, at the employer's expense, or be furnished a meal at Employer's expense on the job, which cost per person will not exceed ten dollars (\$10.00), whichever option is determined by the employee's supervisor.

12.2. Employees working in the Public Works and Utilities Department of the City who are ordered to report for emergency duty of three and one-half (3 1/2) hours or more and are required to continue working into the next day shift shall be provided the opportunity to eat breakfast on duty time, which time shall not exceed one-half (1/2) hour. This paragraph shall not apply to employees reporting for patching or snow removal duties.

ARTICLE 13 - INCENTIVE AWARDS

13.1. In addition to all other compensation paid to an employee pursuant to this Agreement, any employee may be paid additional compensation from time to time in accordance with the rules and regulations of the City Employee Incentive Awards Program. The rules and regulations for such program shall be established by the Mayor and shall be effective upon the filing of a copy of such rules and regulations in the office of the City Clerk. The Mayor may amend such rules and regulations from time to time and such amendments shall be effective thirty (30) days after filing a copy thereof in the office of the City Clerk.

13.2. Any employee who is recognized as Employee of the Month or Employee of the Year may receive up to fifteen hundred dollars (\$1500) in additional pay or benefits per year.

ARTICLE 14 - LIFE INSURANCE

14.1. The Employer shall purchase group term life insurance for each eligible employee in the amount of Fifty Thousand Dollars (\$50,000). All employees shall receive such life insurance coverage on the first day of the month following the date of hire.

14.2. Such insurance terminates on the last day of the month in which an employee terminates his or her employment. Employees are responsible to contact the Human Resources

Office at least one (1) month prior to termination to verify any insurance benefits due after termination.

14.3. While an employee is entitled to receive long-term income protection pursuant to Article 30 of this Agreement, the Employer shall maintain such life insurance coverage for such employee as it does for active employees.

ARTICLE 15 - LIFE INSURANCE - RETIREES

15.1. The Employer shall pay the full cost for the purchase of term life insurance for any employee who retires from employment with the City; after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association. The amount of such insurance coverage shall be \$25,000.

ARTICLE 16 - TOOL REPLACEMENT

16.1. Those employees required to furnish their own tools shall be reimbursed by the Employer for the cost of replacing any personal tools which are damaged or worn to the extent they are no longer usable. The tools for which replacement is being requested shall be turned over to the employee's supervisor, who shall have the authority to authorize the purchase of a new tool.

16.2. Department of Administrative Services - Fleet Service Division.

a. During the period of this Agreement, the Employer will insure replacement of tools lost due to fire or theft, for those employees required to provide their own tools.

b. Effective upon the approval of this Agreement, those employees required to provide their own tools shall be compensated, at the rate of \$.50 per hour (50 cents) for each hour worked, a tool allowance.

c. In order to receive the benefits of this article, an employee must purchase and use tools that have a lifetime free replacement warranty and use the warranty to replace tools.

ARTICLE 17 - OVERTIME

17.1. Rates of Compensation:

(a) Except as provided in this article, employees who are required by their employer and according to Section 4 of this article, to work in excess of eight (8) hours in any day or forty (40) regular hours in any week shall be compensated for such excess hours either with pay at the rate of one and one-half (1 1/2) times their current basic hourly rate or with compensatory time off at the rate of one and one-half (1 1/2) hours for each excess hour worked as provided in Section 2 of this article.

(b) Employees whose normal work week is thirty-seven and one-half (37 1/2) hours, when required by their employer and according to Section 5 of this article, to work in excess of their normal work week or work day, but not in excess of forty (40) regular hours in any week or eight (8) hours in any day, shall, for such excess hours either receive pay at their current

basic hourly rate or be granted compensatory time off at the rate of one (1) hour for each hour worked according to Section 2 of this article.

(c) Overtime shall be computed to the nearest fifteen (15) minutes.

17.2. Compensatory Time Off:

(a) All employees may bank up to a minimum of forty (40) hours per year; such time shall be recorded by the employer.

(b) The distribution of time off shall be at the discretion of the employer and upon request of the employee. In considering requests by employees for compensatory time off, the employer shall not grant such requests automatically, but shall consider whether or not the interests of the employer would be served by permitting employees to take time off at some time during the year when such time off may be taken without interference with the employer's policy of providing the best possible services to the community.

(c) Any compensatory time off due an employee at the end of any calendar year shall be paid to such employee in the paycheck covering the last pay period in that year, based on employee's basic hourly rate as of the last day of that year.

17.3. The working of overtime by an employee shall be voluntary except in cases where the supervisor determines that work is necessary to protect property or human life. For purposes of distribution of overtime, overtime refused is to be considered overtime worked.

17.4. Except for employees assigned to standby duty under Article 18 of this Agreement, employees shall not be required to work more than sixteen (16) consecutive hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

17.5. Heavy Equipment Mechanic, Supervisor of Equipment, and Equipment Maintenance Specialists working in Fleet Services shall have their names placed on an overtime rotation list. Each week one name on the list, in the order of rotation, will be designated as the mechanic on call. Available overtime shall first be offered to the mechanic on call. If the overtime offer is refused, the overtime shall be offered in order of rotation to each person whose name appears on the list.

ARTICLE 18 - STANDBY SCHEDULING AND PAY

Employees shall be scheduled for standby duty and receive standby pay as follows:

18.1. Public Works and Utilities- Service Division:

(a) For a thirty-five (35) week period effective the middle of September through the middle of May each year, two (2) employees shall be assigned to work from 8:00 a.m. to 4:00 p.m. and two (2) other employees shall work from 4:00 p.m. to midnight on Saturday and Sunday, and these employees shall also be on standby call from midnight Saturday to 8:00 AM Sunday. Two (2) other employees shall be on standby call from midnight to 8:00 AM from Sunday through the following Saturday. Depending upon the availability of personnel, the department shall attempt to schedule employees to weekend work not more than once every nine (9) weeks.

(b) For a seventeen (17) week period effective from the middle May through the middle of September of each year, two (2) employees will be assigned to work on Saturday and Sunday from 8:00 AM to midnight each day. They shall also be on standby call from Saturday midnight to 8:00 AM Sunday. Two (2) other employees shall be assigned to standby call from midnight to 8:00 AM from Sunday through the following Saturday. Depending upon the availability of personnel, the department shall attempt to schedule employees to weekend work not more than once every seventeen (17) weeks.

Employees who are on standby duty under either paragraph (a) or (b), above, shall receive two (2) hours pay at the rate of time and one-half their current basic hourly rate for each shift they perform this duty, and in addition shall receive pay for any time actually worked while on standby duty at the rate of time and one-half their current basic hourly rate, provided that the total hours of pay received by any such employee shall not exceed eight (8) hours for any one shift.

18.2. Public Works and Utilities - Utility Operations Division:

a. A crew which shall consist of one (1) Utility Operations Leadworker and two (2) Utility Operations employees who have completed the Water & Gas Maintenance Apprenticeship Program. This duty will commence at 7:30 AM on Monday of the assigned week and continue until 7:30 AM of the following Monday. During this period, the crew shall work from 7:30 AM to 4:00 PM each of the seven (7) days and, in addition, they shall remain on call and be immediately available for any emergency work between the hours of 4:00PM and 7:30AM the following day for the seven (7) day period. For this duty they shall be compensated at the rate of two (2) hours pay at time and one-half the standby rate for each of the seven (7) nights standby, or a total of fourteen (14) hours at time and one-half the standby rate. They shall also receive pay at the rate of time and one-half the standby rate for any work performed between 4:00 PM and 7:30 AM. For working both Saturday and Sunday from 7:30 AM to 4:00 PM they shall earn a total of sixteen (16) hours pay at time and one-half the standby rate.

b. Beginning with contract year 2006, Utility Operators who have completed the Utility Operator Apprenticeship Program, and served two additional years as a Utility Operator following successful completion of the Utility Operator Apprenticeship Program are eligible to be certified to serve standby duty. The City may certify, beginning with the contract year 2006, up to four Utility Operators per contract year from those who are eligible according to seniority based on date of hire. Once certified, Utility Operators are able to be placed on the annual standby duty schedule the first calendar year following certification. Utility Operators certified by the City during contract year 2006 will be allowed to serve standby duty during the 2007 calendar year and so on.

18.3. A list for standby duty shall be established annually. The eligible employees shall be scheduled from the list by continuous rotation. The employees will be ranked on the list by seniority using original date of hire in the Utility Operations and Customer Service Divisions of the Public Works & Utilities Department.

18.4. Any callback shall be determined as provided in Article 19 -Callback.

18.5. The City and Union agree that a change involving standby duty is a matter that is to be discussed by the Employer and the Union prior to a schedule change.

ARTICLE 19 - CALL BACK

19.1. An employee who is released by his or her supervisor and is called back for emergency work shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) times the employee's current basic hourly rate, except that such four (4) hour minimum pay requirement shall not apply in instances where the call back time extends into the employee's regularly scheduled shift. In the event an employee is called back more than once during an eight (8) hour period, such employee shall not receive more than eight (8) hours pay at the overtime rate for such period.

ARTICLE 20 - SENIORITY

20.1. Seniority shall be determined by the employee's continuous length of service within this bargaining unit in his or her present job classification in the department in which he or she is currently working; however, for any employee in a classification to which he or she became entitled by automatic promotion pursuant to an apprenticeship or training program specified in Appendix 5, seniority shall be determined by including the time between the promotion and when the employee became eligible for the promotion.

Employees employed before January 1, 1986, who are currently in the bargaining unit shall retain seniority held and calculated as of December 31, 1985. Time spent in continuous employment as a C.E.T.A. employee, shall apply towards vacation, sick leave, or longevity calculations only. Temporary employment shall not apply towards continuous employment for the purposes of determining the benefits provided by this contract.

20.2. Except as provided in Section 20.3 of this article and subject to the Employer's right to schedule overtime and determine the times at which vacations may be taken, vacation and overtime selection rights shall be determined within each department division by seniority.

20.3. Street Maintenance Division-Maintenance District Seniority:

(a) Maintenance District seniority applies only for the purpose of daily and weekly assignments and vacation and overtime selection. Maintenance District seniority does not apply for layoff purposes. When it becomes necessary to reduce the number of employees within a job classification, Article 38 "Lay Offs of Classified Employees" shall apply.

(b) Daily Equipment Assignment: Day to day equipment assignments shall be those tasks that are anticipated to last less than five (5) continuous working days or to meet unanticipated needs. In making such assignments to employees, the foreman may use discretion, using seniority as a factor.

(c) Weekly Equipment Assignment: Weekly equipment assignments shall be those tasks that are anticipated to exceed five (5) continuous working days. In making such assignments to employees in the classifications, seniority shall be the factor.

(d) Vacation and Overtime Selection: Vacation and overtime selection rights shall be determined within each Maintenance District by seniority.

(e) Voluntary Assignment: When an employee is voluntarily assigned from one Maintenance District to another Maintenance District, the employee's classification seniority within the new Maintenance District shall be for the purposes of vacation and overtime selection, daily

assignments, and weekly assignments, the date the employee started working in the new Maintenance District.

(f) Involuntary Assignment: When an employee is involuntarily assigned from one Maintenance District to another Maintenance District, the employee's classification seniority for the purposes of vacation and overtime selection, daily assignments, and weekly assignments shall be carried forward to the new Maintenance District.

20.4. Any employee denied the opportunity to work overtime because of the Employer's failure to comply with requirements of Section 20.2 or 20.3 of this Article shall, after the first such occurrence reported by the aggrieved employee or the Union, be given the opportunity, within thirty (30) working days after such report, to work an amount of overtime equal to that which he or she was denied as a result of the Employer's violation of such provisions, and if the employee chooses to work such overtime, he or she shall be paid for such overtime an amount equal to what he or she would have earned if he or she had actually worked the overtime which he or she had been denied; in the case of any subsequent occurrence affecting the same employee which is within twelve (12) months of the first or any subsequent occurrence affecting such employee, the employee shall be paid an amount equal to what he or she would have earned if he or she had actually worked the overtime that he or she was denied. Makeup overtime allowed under this paragraph may be worked at any time convenient to the employee within the thirty (30) day period; provided, however, that the employee must give at least twenty-four (24) hours notice to his or her immediate supervisor of the time at which he or she plans to work such overtime. Makeup overtime assigned to any employee pursuant to this paragraph shall not be subject to the provisions of Sections 20.2 or 20.3 of this article.

20.5. In the Public Works and Utilities Service and Utility Operations Divisions seniority shall be the determining factor in making assignments to work locations and to work schedules for which the basic hourly rate or the basic hourly rate and shift differential is paid unless one (1) or more of the following factors can be demonstrated to make it desirable from the standpoint of management efficiency to make an assignment on a basis other than seniority:

- (a) the implementation of training programs.
- (b) the need for a particular task to be carried out by a person who possesses a certain license or who has special training.
- (c) the physical or mental ability of employees to perform the specific tasks or operate the particular equipment involved in a particular assignment.
- (d) the knowledge employees have of the geographical area involved in a particular assignment.
- (e) the need for employees to have a certain amount of experience before being assigned to night or weekend shifts.

20.6. The Employer and Union agree with the principle that seniority shall be a factor in making any assignments other than those specified in Sections 20.3 and 20.5 of this article.

20.7. The Employer and Union agree that the Employer will provide data, assistance, and use of data processing system to jointly develop with the Union a seniority list, at least annually.

20.8. When calculating classification seniority, the following criteria shall be used:

(a) An employee who is reclassified to a higher position shall have his or her seniority date changed to the effective date of the reclassification.

(b) An employee who is reclassified to a position at the same salary range shall retain his or her previously established seniority date.

(c) When two (2) or more persons have equal seniority in a job class as calculated in 20.1, the order of seniority in such tie cases shall be determined first by the total continuous department years of service within the bargaining unit, second by the total continuous years of service within the bargaining unit, and if a tie still exists, from the highest score on the last examination for the job title that the employee currently holds.

20.9. This article shall not be construed to affect in any way the provisions contained in Article 38 regarding the layoff of employees.

20.10 For the purposes of this article, the Civil Service job classifications of Collection System Maintenance Worker, Utility Operator and Water and Gas Maintenance Journeyperson shall be treated as one job title.

20.11 a. No City of Duluth employee will be forced to transfer or reclassify into the Utility Operator classification. Employees holding the classification of Collection System Maintenance Worker, Water and Gas Maintenance Journeyperson, Regulator Mechanic, W & G Equipment Operator, Lift Station Operator, W & G Pipeline Welder, Water Quality Specialist, or Warehouse Assistant will be allowed to hold such classification for the remainder of their employment with the City; all the way to and including their retirement if the employee so chooses. The City will maintain these classifications and agrees not to eliminate them so long as there are employees who wish to remain in these classifications.

b. The Layoff Series Agreement between the City of Duluth and AFSCME Local 66 will be revised to allow Collection System Maintenance Workers and W & G Maintenance Journeypersons to bump into the Utility Operator position, according to date of hire, in the event of a layoff.

c. An open window period will be provided for a period of ninety (90) days from the execution of this agreement during which time the employees can move into or out of the Utility Operator classification. During this open window period any employee holding the classification of Collection System Maintenance Worker, Water and Gas Maintenance Journeyperson, Lift Station Operator, W & G Pipeline Welder, Water Quality Specialist will be allowed to be reclassified to Utility Operator should the employee choose to do so. During this open window period any employee holding the classification of Utility Operator will be allowed to be reclassified to a classification previously held by the employee should the employee choose to do so with the exception of W & G Maintenance Apprentice. Each employee will allowed only one such reclassification during this open window period.

d. Once this agreement is executed, it is agreed that the seniority within the Utility Operator classification will be determined based upon each employee's date of hire with the city with the exception of those employees who either promoted or demoted into Utility Operator - those employees will have their seniority based on when they were reclassified in Utility Operator. Once the window closes the seniority for those employees holding the classification of Utility Operator at that point in time will continue to be determined based upon each employee's date of hire with the city, with the exception of employees who either promoted or demoted into Utility Operator. These employees will be allowed to maintain this seniority (based on date of hire) as long as they hold such classification. Once the window closes any employee who voluntarily reclassifies to Utility Operator subsequent to the closing of the window will have their seniority as Utility Operator determined according to the date of their classification to Utility Operator, not their hire date.

ARTICLE 21 - HOSPITAL-MEDICAL INSURANCE

21.1. During the period of this Agreement, the Employer will make available to employees hospital-medical benefit plan coverage containing the same level of benefits as provided under the four hospital-medical benefit plans in effect on 7-1-2004.

(a) The Employer agrees to pay for the employees without claimed dependents the entire cost of the single employee hospital-medical benefit plan selected by the employee.

(b) The employer agrees to hold a two week open enrollment period within 15 days following the approval of this agreement. Effective the first of the month following the end of the open enrollment period, the Employer will deposit fifty dollars (\$50) per month into a flexible benefits spending account for each employee without claimed dependents enrolled in Comprehensive Plan 3. At such time as the Employer becomes eligible to offer employees an approved medical savings type account, the employee may elect to have the fifty dollars (\$50) per month deposited into either a flexible benefits spending account or a medical savings account. The employee may change this designation during the annual open enrollment period for insurance selection, or at the time of a life event.

(c) The employer agrees to deposit into the Group Health Fund at the end of each fiscal year, any unused balance in each employee's flexible benefits spending account.

(d) Effective the first of the month following the two week open enrollment period in Article 21.1.b., the Employer agrees to pay 35% of the monthly premium for family hospital-medical benefit Plans 1, 2, and 4. The Employer agrees to pay 80% of the monthly premium for family hospital-medical benefit Plan 3.

The Employer shall deduct from each eligible and enrolled employee's salary or wages the amount by which the monthly premium cost of that employee's selected hospital-medical plan family-dependent coverage exceeds the Employer's contribution that is stated in this paragraph.

(e) Premiums shall be established by November 1 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months.

21.2. Hospital-medical benefit plan coverage shall become effective the first day of the month following the date of hire.

21.3. While an employee is entitled to receive long-term disability income protection pursuant to Article 30 of this Agreement, the Employer shall maintain such hospital-medical benefit plan coverage and premiums for such employee as it does for active employees.

21.4 Any proposed change in the hospital-medical benefit plan coverage shall be negotiated with the bargaining unit.

21.5. The Employer shall include the following provisions to its fee-for-services hospital-medical benefit plan, the cost for which shall be paid by the Employer up to the limit set forth in paragraph d. above:

- a. The major medical limit is \$1,000,000 per lifetime.

Counseling for diabetes, weight control, and genetics will be covered when provided by qualified medical professionals.

- b. One general physical examination per year will be provided for each person otherwise covered by the plan. If required by a physician, additional examinations or other procedures shall be covered.

- c. A mandatory ambulatory surgery schedule will be included as per a listing received from the benefit plan service provider. If an employee elects in-patient surgery when not medically necessary, the employee shall pay the difference in cost. If a determination is made by a qualified physician that such surgery should be performed as an in-patient procedure because of medical necessity, such surgery shall be covered as in-patient surgery.

- d. A second opinion by a qualified physician shall be required for elective surgery. The employee may, after obtaining a second opinion, elect the surgery whether or not the second physician concurs.

- e. If a plan participant discovers a mistake in a hospital-medical billing, and this discovery results in a money saving to the plan, the participant shall receive from the employer one-half the amount of the saving.

21.6. The dependents of a deceased-active employee shall receive hospital-medical benefit plan coverage to the same extent as active employees. The surviving spouse's coverage ceases when the spouse dies or remarries. The minor dependent's coverage ceases when each attains the age of 19 years, or, if the dependent is a full-time student, the age of 25 years.

21.7. The Employer will include the following provisions in the Plan 3 comprehensive hospital-medical insurance Plan:

- a. Lifetime benefit is \$2,000,000.

- b. Bone marrow, heart, liver, kidney, heart/lung, cornea, and pancreas transplants.

- c. Preventive care as defined in the Health Care Benefit Plan, and provided by in-network providers, will be fully covered and not subject to a deductible.

21.8 The insured shall be responsible for the following prescription drug co-pays; Seven dollars (\$7) for generic prescriptions, twelve dollars (\$12) for brand name prescriptions with no generic equivalent, and twenty dollars (\$20) for brand name prescriptions when there is a generic equivalent available. The third party administrator health plan claims administrator's system shall be used for determining when a brand name with a generic equivalent available will qualify for the twelve dollar (\$12) co-pay due to medical necessity.

21.9. Group Health Fund.

The City shall establish and maintain a Group Health Fund for the purpose of funding health care costs. All monies appropriated by the City or contributed by plan participants and by other agencies to finance health care or dental care costs under the City's plans shall be paid into such Fund monthly. Monies in the Group Health Fund shall only be expended for payment of health care expenses, purchase of health and dental insurance (including stop loss insurance), payment of expenses incurred in the administration of the City's health care and dental care programs, and other health-related expenses incurred as determined by the Health Insurance Labor-Management Committee. The following expenses are examples of, but not necessarily all of the expenses that shall not be paid from the Group Health Fund: Payments made pursuant to the Worker's Compensation laws and the cost of physical exams of, or medical services for, employees which exams or services are required by the City or another governmental agency. Any funds expended from the Group Health Fund that are later determined by the Employee Benefits Administrator or through court action, arbitration, or mediation to have been more correctly charged to Worker's Compensation shall be promptly reimbursed to the Group Health Fund. Reimbursements from stop loss insurance shall be promptly deposited in the Group Health Fund.

The City acknowledges its responsibility to cover the full cost of retiree insurance as established by the actuarial rates developed by the health plan claims administrator on an ongoing basis.

The City shall invest reserves in the Group Health Fund to the same extent and in the same manner as it invests reserves in its other funds. Any interest or other return earned through investment of monies in the Group Health Fund shall be credited to such Fund.

If monies in the Group Health Fund are at any time insufficient to pay the expenses described in this Article, the City shall provide sufficient monies to such Fund to cover the deficit. At least one-third of the balance of any such monies which have not been returned by the Fund to the City at the end of any calendar year shall be returned to the City from the Fund as soon as possible and in any event no later than the subsequent calendar year.

The City shall deliver to the members of the Committee each month a summary report of expenditures from the Group Health Fund for the prior month, and a detailed report each quarter.

21.10. Health Insurance Labor-Management Committee.

It is jointly agreed between the Union and the City that the goal of the two parties is to establish a joint labor-management committee that will administer the health insurance plan of the City, all collective bargaining units, and eligible sub-groups.

The Health Insurance Labor-Management Committee shall be comprised of the following even number of voting members, equally divided between union and management representatives:

- 1.) One member selected by each of the City bargaining units adopting this agreement, and one additional member selected by the Basic Unit;
- 2.) The Administrative Assistant of the City or his/her designee; and
- 3.) The Director of Finance, the Director of Administrative Services, and as many other department heads, or their designees, selected by the Administrative Assistant of the City, as are necessary to balance the Committee evenly between bargaining unit and management representatives;
- 4.) There shall be one non-voting member selected by the City's retiree's organization.
- 5.) Because of the complex nature of the subject matter covered, alternate members as well as regular members are encouraged to attend all meetings.

The Health Insurance Labor-Management Committee shall have the following powers and duties:

- 1.) To establish by-laws for its organization and operation. The Committee shall attempt consensus in all actions, but failing that, the concurrence of two-thirds of the members present and voting at any meeting shall be required.
- 2.) To determine the number and type of health insurance plans and the benefit levels in such plans that will be offered to City employees and others participating in the City's health insurance program. The Committee cannot delete or change health plans or health benefit levels set out in the labor contracts in 1994 without the agreement of the specific union(s) concerned, and the necessary approvals or ratifications.
- 3.) To determine a projection of expected claims for the next year for all of the health insurance plans that are offered to City employees and others. Expected claims shall be shown as a rate per member per month. In making this determination, the Committee shall rely on the projection of expected claims provided by the City's health plan administrator. Such projection shall be based on two full years of previous claims experience and a partial year of experience for the current plan year.
- 4.) To annually determine the appropriate level of reserves to be maintained in the City's Group Health Fund.
- 5.) To annually determine the need for and/or level of stop-loss coverage.
- 6.) To recommend the selection of the third-party administrator for the City's health and dental plans.
- 7.) To review and approve the cost of administrative services provided by the health plan claims administrator.
- 8.) To recommend the selection of insurance consultants or actuaries hired by the City to assist the Health Insurance Labor-Management Committee.

9.) To review and approve the cost of administrative services provided by City as furnished by the City's Finance Director, including wellness and health promotion programs recommended by the Wellness Committee, and the cost of an insurance consultant.

10.) To establish premium rates for each of the group health insurance plans offered to City employees and others. The Committee shall use the following formula to determine such rates:

a. The health plan claims administrator will calculate a percentage of change in expected claims by comparing the expected claims for the current year to the expected claims for the next year.

b. Multiply the portion of rates directly attributable to expected claims for each plan by the percentage of change calculated in subparagraph a. above to calculate the amount of increase/decrease for the next year.

c. Multiply the product generated in subparagraph b. above for each plan by the percentage necessary to develop the level of reserves the Committee has determined to be appropriate in paragraph 4. above.

d. Add to the product generated by subparagraph c. above for each plan:
(1) The cost per contract of administrative services provided by the health plan claims administrator;

(2) The cost per contract of stop-loss coverage;

(3) The cost per contract of administrative services provided by the City.

11.) All plans will be actuarially reviewed and revalued every four (4) years.

The first review and revaluation will take place in 2003 for plan year 2004.

The City and Union acknowledge the need for the Health Insurance Labor-Management Committee to provide premium rates for the following calendar year by November 1st of the current year. If the Committee fails to perform this duty by the date required, the parties agree that the City may make the necessary determinations based upon the formula contained in paragraph 10. above.

21.11 The City will reimburse to the employee the difference, if any, between family health coverage premiums paid by the employee for coverage in June, 2004 and the employee cost for the same family health care plan that is in effect after the approval by the City Council of this contract.

ARTICLE 22 - DENTAL INSURANCE

22.1. The Employer agrees to make the same dental care coverage available to all eligible employees and their families as it presently makes available, but the Employer agrees to pay only the entire cost for single coverage for each employee. Dental coverage shall become effective the first day of the month following date of hire. The Employer and the Union agree that any change in such coverage shall only be done through negotiations. The maximum annual coverage for the low option shall be \$1,000.

22.2. When an employee elects to take family dental coverage, the employee shall maintain such coverage for not less than two consecutive years. The employee may cancel family dental coverage any time after the two consecutive year period. If an employee again elects to take family

dental coverage after canceling from a previous period, the employee must again maintain the family dental coverage for another two consecutive year period. Employees will only be allowed to elect family dental coverage at the time he or she becomes eligible for single dental, or at the time of an open enrollment period for health care plans.

22.3. The employee has the option to increase the annual dental insurance maximum benefit to \$2,000 per person. The employee will pay the additional cost of the benefit increase above what the City provides in Articles 22.1 and 22.2.

ARTICLE 23 - HOSPITAL MEDICAL INSURANCE - RETIRED EMPLOYEES

23.1. Any employee who retires from employment with the City on or after January 1, 1983, after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association, and who is currently receiving a retirement or disability pension from any such fund, shall receive hospital-medical insurance coverage to the same extent as active employees, subject to the following conditions and exceptions:

(a) The City will provide any eligible retired employee without claimed dependents the approved fee-for-service coverage or plan 2 coverage, whichever is designated by the employee at the time of retirement, provided active employees, without cost to the retiree.

(b) Effective December 31, 1987, for any such eligible retired employee with or without claimed dependents, the City will provide, without cost to the retiree, the approved fee-for-service coverage or plan 2 coverage, whichever is designated by the employee at the time of retirement, provided active employees. Effective with the approval of this contract by the City Council, for any such eligible retired employee with or without claimed dependents, the City will provide without cost to the retiree, the approved fee-for-service, (Plan 1), H.M.P. (Plan 2), Comprehensive Plan (Plan 3) or Plan 4 coverage provided to active employees. However, the approved fee-for-service coverage shall be subject to an annual deductible amount of \$650. If no covered-plan participant receives benefits during a calendar year, any portion of the deductible amount which is accrued for services rendered in the last three calendar months of that calendar year shall be applied toward the deductible amounts for the following calendar year.

(c) Effective December 31, 1987, for each year (26 equal pay periods) that a fee-for-service covered employee uses five or less sick days, (excluding sick days resulting from on-the-job injuries or funeral leave), the employee will receive credit for one year's use of the deductible established in paragraph (b) above, that applies to the retired employee, but not to dependents, upon retirement. There shall be a year for year exchange of controlled sick leave use for credit toward retired employees insurance deductible. This paragraph will be retroactive for current employees from date of hire.

(d) Such coverage shall be for the life of the retiree, but if the retiree dies before his or her spouse, such coverage shall be continued for such spouse until he or she dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.

(e) Employees hired after February 1, 2001 and who retire and qualify for retiree health coverage shall receive benefits under the comprehensive plan (Plan 3) only. Any employee who qualifies for retiree hospital-medical insurance may voluntarily elect to retire under Plan 3, the comprehensive plan.

23.2 Those employees hired after the date of the City Council approval of this agreement and who cease employment with the City shall receive hospital-medical insurance paid for by the Employer subject to the following schedule:

YEARS OF SERVICE COMPLETED	PERCENT SHARE OF PREMIUM CONTRIBUTIONS	
	EMPLOYEE	EMPLOYER
5	75	25
6	70	30
7	65	35
8	60	40
9	55	45
10	50	50
11	45	55
12	40	60
13	35	65
14	30	70
15	25	75
16	20	80
17	15	85
18	10	90
19	5	95
20 and thereafter	0	100

23.3 a. Employees hired prior to approval of this contract by the City Council shall have the option of selecting either the provisions of Article 23.1 or Article 23.2 at the time of cessation of employment with the city.

b. Employees subject to or choosing Article 23.2 shall receive benefits under the Comprehensive Plan 3 only. Such employees will have the option of choosing the fee-for-service Plan 1, the H.M.P Plan 2 or Plan 4 coverage, provided the retiree pays the difference in cost of the monthly premiums between the plan chosen and the employer share of Comprehensive Plan 3 shown in Article 20.4.

23.4. Any person purchasing medical insurance coverage pursuant to a former, or this, agreement may continue to do so. When any such person ceases to so purchase medical coverage, the employee shall no longer have any right to participate in any insurance plan or group created by this, or successor, labor agreement. This paragraph shall become inoperative when no former employee is buying insurance coverage as here provided.

23.5 For employees retiring under the provisions of this section of the contract, and are eligible for Medicare, the City may provide a medicare supplement in a form approved by the City and the Union.

ARTICLE 24 - HOSPITAL-MEDICAL INSURANCE - DISABLED EMPLOYEES

24.1. The Employer agrees that it shall be deemed an "employer" as defined in subdivision 5 of Section 62A.147 of Minnesota Statutes, 1976 so that Sections 62A.147 and 62A.148 of said statutes will be applicable to the Employer. This paragraph shall be deemed to pertain only to said sections as they existed in Minnesota Statutes, 1976; it shall not be deemed to incorporate any amendments that may subsequently be made by the legislature. Notwithstanding the foregoing language in this paragraph, the Employer shall not be deemed an "employer" as defined in said Subdivision 5 with regard to any employee or former employee who has attained the age of 65 years.

The provisions of this article shall be deemed applicable only to former employees of the Employer presently covered by this article or who qualify after the date of this Agreement.

ARTICLE 25 - PAY PERIODS

25.1. All employees shall be paid every two (2) weeks, and payment for each such two-week period shall be made not later than the Friday next following such two-week period. If any such Friday occurs on a holiday, checks shall be distributed on the working day next prior to such holiday. The amount of pay for each such two-week period shall be determined by multiplying the employee's basic hourly rate by 75 in the case of employees whose normal work week is thirty-seven and one-half (37 1/2) hours and by 80 in the case of employees whose normal work week is forty (40) hours. In January of each year, each employee will be notified by the Employer of the dates of deduction-free pay checks. Work time or leave time may be recorded using either a decimal system or an hours and minutes system, whichever is most convenient for the payroll office.

ARTICLE 26 - REST PERIODS

26.1. A rest period of fifteen (15) minutes shall be permitted during each one-half (1/2) shift. Such rest period will be given at such time as is established by the appropriate supervisor.

ARTICLE 27 - HOLIDAYS - PERSONAL LEAVE

27.1. (a) Except as otherwise provided herein, employees shall receive full time off with pay for the legal holidays of New Year's Day, Martin Luther King Day, Washington's & Lincoln's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Christopher Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, as such holidays are defined in Minnesota Statutes Annotated, Section 645.44, Subd. 5.

(b) In addition, each eligible employee shall receive four (4) days of personal leave with pay each year, to be taken at a time approved by the employer. Employees on initial probation may earn personal leave days. Only employees who have successfully completed their initial probationary period or has been continuously employed by the City for twelve (12) months may utilize any personal leave days. Personal leave days not used by employee before December 31 may not be carried over for use in the next year, unless earned during initial probation.

(c) If an employee cannot get to work because of a snow emergency, the employee may use personal leave, vacation, or compensatory time to be paid for that day.

27.2. Employees whose normal work week is Monday through Friday shall receive time off for the above-described holidays on the date of such holidays. If such employee is required to work such a holiday, such employee shall, in lieu of receiving time off on such holiday and in addition to his or her regular pay for such holiday, be compensated at the rate of one and one-half (1 1/2) times his or her current basic hourly rate for each hour worked on such holiday.

27.3. An employee whose normal work week regularly includes Saturdays, Sundays and holidays shall, for those work weeks which include a holiday, as described above, in lieu of receiving time off on such holiday and in addition to his or her regular pay for such holiday, either receive compensation at a rate of one and one-half (1 1/2) times his or her current basic hourly rate for each hour worked on such holiday or receive one and one-half (1 1/2) hours off for each hour worked on such holiday, whichever is approved by the employer. If a holiday falls on such an employee's normal day off and he or she does not actually work on such holiday, he shall either receive another day off on a date approved by his or her department head, or a day's pay at his or her regular rate, whichever is determined by the employer.

27.4. Employees who receive overtime pay for time worked on a holiday shall not also receive holiday premium pay for such time worked.

ARTICLE 28 - VACATION

28.1. Employees shall receive vacation time in accordance with the following schedule in hours and minutes:

Years of Continuous Service	40 Hours/Pay Period	37.5 Hours/Pay Period	Vacation Days/Year
0 - 4	3.41	3.28	12
5 - 8	5.51	5.29	19
9 - 12	7.05	6.38	23
13 - 16	7.41	7.13	25
17 and over	8.37	8.05	28

28.2. In cases where an employee has completed a sufficient number of years of service in the Police or Fire Department of the City to qualify for police or fire pension benefits, the period of service of such an employee in the Police or Fire Department shall not be considered in computing vacation benefits under this article.

28.3. Employees shall be allowed to have an accumulation of not more than three hundred fifteen (315) hours of paid vacation time for 37 1/2 hour employees and three hundred thirty-six (336) hours of paid vacation time for 40 hour employees as of December 31 of each year. Employees with an accumulation of more than 315 hours for 37 1/2 hour employees or 336 hours for 40 hour employees as of December 31 of each year shall forfeit the amount of paid vacation that exceeds these stated limits. Employer shall not pay employees for paid vacation time forfeited pursuant to this section.

28.4. No employee shall be allowed to use vacation time and no employee shall be compensated for vacation time until he or she has been continuously and satisfactorily employed for not less than six (6) months. No employee shall use vacation time except at such time or times as the appointing authority may approve.

28.5. Any part-time employee must work a minimum of eighty (80) hours during a calendar month to qualify for vacation time for such month, and he or she must have a minimum of five (5) such qualified months during a calendar year to receive vacation time credit for those months in which he or she worked not less than eighty (80) hours. Vacation time to be so allowed shall be calculated by prorating the number of hours worked during any such qualified calendar month with the number of hours that such part-time employee would have worked during such qualified calendar month if he or she had then been employed full time.

28.6. In the event of death of any employee, any vacation or compensatory time accumulated to the credit of such deceased employee shall be compensated for and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.

28.7. An employee may give his or her accumulated vacation, or part of it, to another employee, under the following conditions:

1. The gift is voluntarily given.
2. The Employer allows the gift.
3. The recipient is in a serious hardship situation which will be relieved by the gift.

28.8. During calendar year 2004, an employee shall have a right to receive vacation pay in lieu of vacation time off with pay, under the following conditions:

- a. The employee has accumulated vacation time.
- b. The employee makes written request to the employer to receive vacation pay in lieu of vacation time off.
- c. The written request is received by the employer before December 1.
- d. The amount of accumulated vacation thus "sold back" shall be thirty-seven and one-half or forty hours.
- e. Payment to the employee will be made in the pay period following the date the employee's written request is received.
- f. Payments under this section are not subject to retroactive pay increases.

28.9. Special Carry-over.

The Administrative Assistant or his/her designee may, upon written recommendation of the department head, which states unique and exceptional cause, grant to an employee the privilege of carrying over to the next year an amount of vacation in excess of that allowed by this contract. The excess granted pursuant to this section must be used by the employee during the first three months of the year.

ARTICLE 29 - SICK LEAVE

29.1. Effective the first day of the month following the date of hire, an employee shall be granted up to 120 working days of sick leave with full pay (paid sick leave) for each illness or injury during a calendar year. When an employee is unable to or indisposed to report for duty for any of the reasons specified in Section 29.4 of this article, he or she shall immediately report such fact to his or her immediate supervisor. To qualify for paid sick leave, the employee must report off prior to or within the first 30 minutes of his or her starting time, but must immediately report off when leaving his or her duties.

29.2. When an employee's use of sick leave reasonably appears to be unjustified, the employer may request that the employee provide a physician's explanation to justify subsequent absences. The employer's request shall be in writing and shall state the reason for the employer's request. No request shall be based solely on the number of sick days used by the employee.

The employer's request shall not be considered disciplinary action.

The failure of the employee to provide the physician's written explanation shall preclude the employee from further use of paid sick leave.

The employer's written request shall cease to be in effect six (6) months from the date it is written.

If disciplinary action results from the use of this article, the discipline shall be taken under the Discipline, Suspensions, Removal article of this agreement.

29.3. A Department Head or Acting Department Head may, for work--related reason stated in writing to the employee, require an employee to submit to medical examination, paid for by the employer, to determine an employee's medical fitness to do tasks of employment or to attend work. The employee may refuse the first employer-recommended doctor. The doctor will report only the medical information relevant to the fitness for duty information request.

29.4. For purposes of this article, sick leave is defined to mean the absence of an employee because of illness or injury, exposure to a contagious disease, attendance upon a member of the immediate family, provided no employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the worker's compensation laws of any state, other than regular city employment.

For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or ward of the employee, and any parent or grandparent of the employee's spouse, and children of the employee's spouse who reside in the employee's home.

(a) Illness in Family: Upon request, one (1) day of paid sick leave shall be allowed for care of attendance upon a member of the immediate family for serious illness, provided, however, three (3) days of paid sick leave shall be allowed for this purpose if supported by a written statement (explaining why the employee's attendance is necessary) from the attending physician. This use of paid sick leave is for emergencies when advance arrangements cannot be made and is limited to members of the immediate family.

(b) Medical Appointments: An employee must obtain prior approval from the appointing authority for the purpose of medical, dental, or optical examination or treatment, when such examination or treatment cannot be scheduled other than during working hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to have such examination or treatment prior to his or her normal working hours, after work, or on a day off.

(c) Paid Sick Leave on Vacation: Paid sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Administrative Assistant or his designee a certificate, signed by the physician, indicating the number of days the employee was actually confined to his or her home or hospital. The employee will then receive paid sick leave for those days spent confined. If the employee is exposed to a contagious disease and confined under doctor's orders, such employee will be granted paid sick leave in lieu of vacation.

29.5. Whenever an employee is absent on sick leave in excess of three (3) consecutive working days, the employer may direct such employee to furnish written explanation by a physician to justify such absence on paid sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as paid sick leave. This section shall not apply to funeral leaves.

29.6. Temporary Disability. Any employee who will be temporarily disabled for a period in excess of ten (10) working days may be offered an assignment to a position, which may have

tasks or equipment modified to accommodate the employee's medical restrictions, at such employee's present rate of pay by the City in his or her present or lower classification, the duties of which the employee is able to perform. If the City is not able to provide the employee such assignment, the employee may continue to remain on paid sick leave. If such assignment is refused by the employee, and justification for the refusal is not provided by the employee's physician, paid sick leave will be denied. Recognizing the varieties of illnesses and injuries and the employee's ability to do the assigned work, each case will be evaluated on an individual basis. In case of dispute, the City may use its own physician in making the determination. The City reserves the right to review the assignment after every twenty (20) working days and to reassign the employee to his or her regular duties or extend the period of assignment.

29.7. (a) Permanent Non-Duty Disability: A classified employee who has a permanent non-duty disability, which prevents him or her from performing the duties of his or her classification, may request an investigation by the Personnel Committee for a determination of what duties he or she may perform and the proper classification these duties fall under. The committee may then recommend to the employee's appointing authority that a recommendation of demotion to the new class be made to the Civil Service Board.

(b) The employee may be assigned or transferred temporarily to a lower class as provided in Section 5 above until the Civil Service Board takes final action, provided that such assignment shall not result in the denial of promotion to, or the lay-off of, a classified employee.

29.8. Employee Assistance Program: Any absence approved by the appointing authority for participation in the Employee's Assistance Program shall be allowed as paid sick leave. When the employee is under the Family Involvement Program, and it requires the spouse and/or the parent of the chemically dependent person to participate in the program, that time spent by the employee to participate in this program shall be allowed as paid sick leave. As in the case with other paid sick leave, the employee must report off sick and report the purpose for the use of such paid sick leave, but it will not be necessary for him or her to go into details.

29.9. Any employee removed from the payroll through the operation of this article, if he or she files with the Administrative Assistant or his designee at least once every three (3) months a statement from a physician which indicates that he or she is unable to perform the duties of his or her position, shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his or her position upon filing with the Administrative Assistant or his designee a statement signed by a physician which indicates that he or she is physically fit to perform the duties of his or her position, and the physician for such latter statement shall be chosen and compensated by the Administrative Assistant or his designee.

ARTICLE 30 - FUNERAL LEAVE

30.1. Upon request, a maximum of five (5) days of paid funeral leave shall be granted an employee for a death in the immediate family, as defined in the Sick Leave Article, if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of three (3) days of paid funeral leave shall be granted if the distance to the location of the funeral is less than five hundred (500) miles from Duluth.

30.2. Absence for any funeral of other than a member of the immediate family may be granted on paid funeral leave, at the discretion of the supervisor, and shall not exceed one-half (1/2) work day.

ARTICLE 31 - LONG TERM DISABILITY INCOME

31.1. Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be eligible for long-term income protection to age 70 for disability; however, there shall be no such protection for disability caused by any injury or illness for which the employee received professional medical care or treatment within ninety (90) consecutive days prior to when the employee otherwise becomes eligible for such protection, unless ninety (90) consecutive days elapse from the time when the employee otherwise would be eligible for such protection and during such ninety (90) consecutive days the employee neither receives nor requires professional medical care or treatment for such injury or illness.

31.2. For the purposes of this article, disability means that which is caused by illness or injury which occurs during the employee's term of employment and which prevents the employee from performing the major tasks of the employee's position.

31.3. Payment of benefits pursuant to this article to a disabled employee shall commence when the employee exhausts his or her allowance of 120 days of sick leave with full pay provided by Article 29 of this agreement. The amount of such protection shall be 65% of the employee's basic hourly rate as of the time that employee's sick leave is exhausted, or the parties agree to commencement of such payments, but shall not exceed an amount equivalent to a monthly rate of pay of \$3,500; however, for any pay period, the amount of such protection shall be reduced by any amount that the employee receives for such pay period as a retirement or disability pension from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, the Duluth Police Pension Association, or from the federal government pursuant to the Federal Old-Age, Survivors and Disability Insurance Act, and by any other disability insurance or disability annuity payment, and by any amount that the employee receives as worker's compensation in lieu of wages or salary. Any cost of living adjustment to any amount received as a retirement or disability pension or as worker's compensation shall not be used to reduce the amount of such protection. The amount of such protection for any pay period shall also be reduced by any amount that the employee receives as wages or salary during that pay period, but only when the total amount that the employee has received for wages or salary during the calendar year exceeds \$5,000.

31.4. (a) Payment of benefits due under this article shall be calculated for each regular pay period, and shall be paid for the period at the same time as employees are then paid pursuant to Article 25 of this Agreement. For any pay period the City may deduct from the payment of benefits any amount which the employee previously received as payments of benefits but to which the employee was not entitled because of the provisions of this Article.

(b) As benefits due under this article, the employer may offer to any employee who is disabled an assignment, at such employee's present rate of pay, to any position, or one with tasks or equipment modified to accommodate employee's medical restrictions, in his or her present or lower classification, the duties of which the employee is medically able to perform. Such assignment shall not result in the denial of promotion to, or the layoff of, a classified employee.

31.5. Within 24 months from the date of injury or illness causing such disability, if the employee is still receiving benefits pursuant to this article, the employee shall:

(a) Return to the position with the City which the employee occupied when he or she became disabled; or return to a position with the City, which may have tasks or equipment modified to accommodate employee's medical restrictions, for which the employee is qualified, if such position is available; but only if the employee provides written information from a physician, chosen and compensated by the City, which indicates that the employee is then capable of performing the duties of such position; or

(b) Request rehabilitation or retraining designed to return the employee to other work which produces an economic status as close as possible to that enjoyed by the employee before the illness or injury; the costs of such rehabilitation and/or retraining shall be borne by the City; such rehabilitation or retraining may include, but is not limited to medical evaluation, physical rehabilitation, work evaluation, counseling, job placement, and implementation of on-the-job short-term training; or

(c) Apply for permanent total disability status. Total disability, (as defined in Minnesota Statute 176.101, Subd. 5) means the total and permanent loss of the sight of both eyes, the loss of both arms at the shoulder, the loss of both legs so close to the hips that no effective artificial member can be used, complete and permanent paralysis, total and permanent loss of mental faculties, or any other injury which totally incapacitates the employee from working at an occupation which brings him or her an income.

31.6. Receipt of long-term income protection benefits shall cease at the expiration of 24 months from the date of injury or illness causing such total disability unless the employee has complied with Section 31.5 of this Article and has been determined to be returned to work, rehabilitated and/or retrained, or eligible for continuing total disability benefits because he or she is disabled as defined in paragraph 31.5. Such determination shall occur upon the occurrence of paragraph 31.7.

31.7. Medical verification by the employee's treating physician and a physician appointed by the City that the determination is consistent with the employee's medical condition. In event of disagreement, a third physician mutually agreed upon by the employee and the City shall act as arbitrator. The arbitrator's decision as to whether the determination is consistent with the employee's medical condition shall be binding on both parties.

31.8. Disagreements under this article shall be subject to the grievance procedure.

ARTICLE 32 - WORKER'S COMPENSATION

32.1. An employee who suffers an injury compensable under the Worker's Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Employer during such absence equal to the difference between the amount received by him or her under the Worker's Compensation Act and the amount he or she would have received if he or she were regularly employed, subject to the following:

32.2. For each day of absence the employee shall be charged for three-fifths (3/5) of a day of sick leave. When the employee's sick leave and vacation time have been exhausted, he or she shall no longer receive any salary from the Employer while absent from work, except as otherwise provided for in this agreement.

ARTICLE 33 - JURY DUTY

33.1. An employee shall receive his or her regular daily pay when attending any required appearance for jury duty; provided, however, that if an employee is released from such duty prior to the expiration of his or her normal work day, he or she shall immediately return to his or her job and continue his or her duties as an employee.

ARTICLE 34 - LEAVES OF ABSENCE

34.1. Any employee who, is mentally or physically incapacitated to perform his or her duties or who desires to engage in a course of study such as will increase his or her usefulness on his or her return to the City, or who for any reason considered good by the Appointing Authority desires to secure leave from his or her regular duties, may, on written request approved by the Appointing Authority, be granted special leave of absence without pay for a period not exceeding one (1) year; provided, however, any leave that exceeds thirty (30) calendar days must also be approved by the Administrative Assistant or his designee.

34.2. Any employee asking for special leave without pay shall submit his or her request in writing, at least fifteen (15) calendar days prior to the date the employee desires the leave, stating the reasons why in the employee's opinion the request should be granted, the date when the employee desires the leave to begin and the probable date of the employee's return.

34.3. The Appointing Authority or Administrative Assistant or his designee shall respond within five (5) calendar days of the request for each special leave of absence without pay in writing, stating if the leave is to be approved, whether the employee granted such leave shall be entitled to his or her former position upon the employee's return from such leave or whether his or her name shall be placed on the re-employment list for the class for which the employee is classified.

34.4. No leaves without pay over thirty (30) calendar days will be granted until the employee has used all accumulated vacation and accrued compensatory leave.

34.5. No benefits or seniority shall be lost by the employee during leaves of thirty (30) calendar days or less. No benefits or seniority shall be accrued after the first thirty (30) calendar days of any leave. Any employee wishing to be covered under the City's insurance plans may for the first six (6) calendar months of such leave pay the employee's and the employer's share of the cost of coverage.

34.6. Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by department head. Leaves of absence for over three (3) consecutive days should not be approved by any department head except for the following reasons:

- (a) When it is shown that the City will benefit from such leave.
- (b) Personal or family emergency.
- (c) As provided for in section 12 of this article.
- (d) Service upon a Board or a Commission where such leave is required for attendance at such meeting, and/or will benefit the City.

34.7. Any employee who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be granted a leave of absence for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.

34.8. Reinstatement of any employee on military leave of absence shall be at the same salary which he or she would have received had he or she not taken such leave and shall be upon the following conditions:

- (a) That the position has not been abolished.

(b) That the employee is not physically or mentally disabled from performing the duties of such position.

(c) That he or she makes written application for reinstatement to the Appointing Authority within ninety (90) days after termination of such service.

(d) That he or she submits to the Appointing Authority an honorable discharge or other form of release by proper authority indicating that his or her military or naval service was satisfactory.

34.9. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave and other benefits as if he or she had been actually employed during the time of such emergency.

34.10. Any employee who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, and who has not served the required probationary period for said position at the time of becoming a member of said armed forces, shall with the approval of the Civil Service Board, at the date that the employee becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with section 33.9 of this article, and shall, upon completion of such military service, if the person is physically and mentally able to perform the duties of the position, be reinstated to the position which he or she held at the time of becoming a member of said armed forces in accordance with this article.

34.11. Military leave of absence shall be granted with pay for up to fifteen (15) days per year as required by Minnesota Statutes, Section 192.26, or any act amendatory thereof. Where possible, all military leaves with pay shall be taken while the employee is not working, and no employee under this agreement shall request of the military unit to which the employee is assigned, or the Commander thereof, that the employee be assigned or authorized military duty for which the employee would be entitled to leave with pay from the City during the time the employee is working.

34.12. (a) As required by the Minnesota Public Employees Labor Relations Act, the Employer shall afford reasonable time off to any employee who is an elected officer or appointed representative of the union, for the purposes of conducting the duties of the Union, and shall, upon request, provide a leave of absence to any employee who is an elected or appointed official of the Union or who is appointed to its staff.

(b) Any employee who is on leave of absence for the purpose of serving as an officer or representative of the Union shall, upon the request of such employee, receive his or her regular pay from the employer while on such leave; however, the Employer shall submit to the Union an invoice for reimbursement of an amount based on such employee's gross hourly rate of pay for such leave, and the Union shall then reimburse the Employer for such amount. The Union shall defend the Employer against any claim for any injury, damage or loss which arises out of and within the scope of such service, and shall indemnify the Employer for any such injury, damage or loss, but such obligation to defend and indemnify the Employer shall not extend to the Employer's obligations to provide paid sick leave under Article 29 or to provide long term disability protection under Article 30. No such employee shall receive leave of absence with pay pursuant to this paragraph in excess of a total of 30 working days in any calendar year.

ARTICLE 35 - ASSIGNMENT, TRANSFERS & DEMOTIONS OF EMPLOYEES

35.1. The transfer of an employee from a position in one class to another position in the same class in the same department shall be called an assignment and may be made by the Appointing Authority; provided, that if change in the rate of compensation is involved, the assignment may be made only if the consent of the Union is obtained.

35.2. Departmental Transfers. The transfer of an employee from a position in one job title to another position in the same job title in a different department shall be called a departmental transfer, and may be made only with the consent of the Appointing Authority or authorities concerned and the employee; provided, that if, in the judgment of the Appointing Authority of the department to which the employee is transferred, the services rendered by the employee are not satisfactory, or if the employee feels that the new position is unsatisfactory, such employee shall be returned to his or her original position at any time within (30) calendar days after the department transfer is made.

35.3. Any employee who desires to be transferred may inform the Administrative Assistant or his designee in writing of such desire, stating the reasons therefor, and the Administrative Assistant or his designee shall, if he or she considers the reasons sufficient and if he or she thinks such transfer will be for the good of the City service, call to the attention of the Appointing Authorities concerned the desire of the employee to be transferred when a position in some other departmental unit becomes vacant; provided, that the Administrative Assistant or his designee may himself or herself take the initiative recommending transfer when he or she considers such actions for the good of the City service.

35.4. The voluntary transfer of an employee shall result in suspension of seniority in the original department; provided, that return to the original department shall revive the seniority so suspended. No seniority shall be lost in involuntary transfers.

35.5. Demotions:

(a) Upon the request of an employee or by the Appointing Authority, an employee may be reclassified from a higher to a lower paid classified position, which in the discretion of the Appointing Authority, the employee is eligible to fill.

(b) The Appointing Authority proposing the demotion of an employee shall make his or her recommendation in writing to the Administrative Assistant or his designee, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the Administrative Assistant or his designee may require; provided, that the recommendation shall also advise the employee that he or she may grieve pursuant to Article 45 of this agreement if he/she does not agree with the Appointing Authority's recommendations.

(c) Upon the decision of the Administrative Assistant or his designee to approve a recommendation of demotion, the Administrative Assistant or his designee shall submit said approved recommendation to the next Civil Service Board meeting for the appropriate classification changes.

ARTICLE 36 - DISCIPLINE, SUSPENSIONS, REMOVALS

36.1. Discipline: Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action may be grieved by the employee through the regular grievance procedure as provided in this agreement. Disciplinary action shall include only the following: 1) written reprimand; 2) suspension; 3) demotion; and 4) removal. Except in the case of a severe breach of discipline any suspension, demotion, or removal action shall be preceded by a written warning. An

employee shall be given the opportunity to have a Union representative present at any questioning of the employee during a meeting with a supervisor for the purpose of determining what disciplinary action against the employee will be taken. If the Appointing Authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

36.2. Suspensions:

(a) The Appointing Authority or any supervisor acting for him or her in his or her absence, may for disciplinary purposes suspend without pay any employee under his or her supervision from the performance of his or her duties for one (1) or more periods aggregating not more than fifteen (15) working days in a calendar year for each disciplinary incident unless the union and the employer mutually agree to a longer period of time.

(b) Employee to be notified of suspension: In case the Appointing Authority or the supervisor acting in his or her place suspends any employee, he or she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or send by certified mail to his or her last known address; he or she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he or she may grieve pursuant to this agreement if he or she disagreed with the action of the Appointing Authority.

36.3. Removals:

(a) An appointing authority may, except as provided in Article 37, remove any employee who has completed the probation period prescribed in accordance with Section 13-69 of the Civil Service code only for just cause.

(b) Any charges filed against any employee shall state specifically the just cause or causes the Appointing Authority feels are sufficient to constitute grounds for removal, and in addition, the specific act or acts of such employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the City" be considered for removal and that in no case may an employee be removed on account of their religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

(c) Any employee proposed to be removed for just cause, shall be notified in writing of the charges against him or her, the date of separation, and the rights of the employee to file a formal grievance under the union contract. The Appointing Authority shall forthwith personally deliver such written notice to the employee or send by certified mail to the employee's last known address and shall also forthwith send to the Union a copy of such notice sent or delivered to the employee.

(d) If the employee being removed files a grievance, or demands a veterans hearing, the employee shall be placed on suspension without pay until the grievance is resolved except during the time where suspension without pay is prevented by law.

36.4. Personnel Records. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and if corrected shall not be entered into the employee's personnel office record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel office records.

Each employee shall be furnished with a copy of all disciplinary entries into all his or her personnel record and shall be entitled to a written response included therein. All disciplinary entries in the personnel record shall state the corrective action expected of the employee.

The contents of an employee's personnel office record shall be disclosed to him or her upon request and to the employee's union representative upon the request of the employee. In the event a grievance is initiated under Article 44, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon request of the employee.

ARTICLE 37 - RESIGNATIONS

37.1. Any employee who wishes to resign in good standing shall give the Appointing Authority written notice of at least two (2) weeks, unless the Appointing Authority consents to his or her leaving on shorter notice. Such notice of resignation shall be forwarded forthwith to the secretary by the Appointing Authority, together with a report as to the character of the employee's services.

37.2. If any employee resigns without giving the required notice, the secretary shall enter that fact on his or her roster card, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him or her to enter tests.

37.3. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment and with the consent of the Board, withdraw his or her resignation and be restored to the position vacated if such position is still in the classified service, and if it is still vacant or is filled by a provisional employee; if it is not thus available, he or she may, upon written request to the secretary, have his or her name placed on the re-employment list for the appropriate class.

37.4. Any employee who is absent from duty for three (3) consecutive business days without securing leave from the employee's immediate supervisor or without notifying the supervisor of the reason for the employee's absence and the time when the employee expects to return, or who fails to notify the secretary of the employee's readiness to resume the employee's duties within five (5) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignations shall be treated as a resignation without notice and a report thereof made to the secretary.

ARTICLE 38 - MANDATORY RETIREMENT - TERMINATION PAY

38.1. When an employee leaves City employment, he or she shall be paid in full on the payroll covering the last day he or she actually worked for his or her salary due, the value of accumulated vacation time, time off due for holidays which fell on his or her days off, and unused compensatory time off, such value to be calculated based on his or her basic hourly rate at the time of his or her termination.

ARTICLE 39 - LAYOFFS OF CLASSIFIED EMPLOYEES

39. 1. When, because of lack of work or funds, or to obtain efficiencies, or for other causes for which an employee is not at fault, there is a reduction in the number of employees in a job title within a department, the following procedure shall apply:

(a) All employees working in City government under the J.T.P.A. program and who were not hired through the City's civil service system as classified employees, shall be laid off first.

(b) All temporary, provisional, and substitute employees shall be the next to be laid off within that department, except those employees working as mowers at the golf course, lifeguards, or shelveers at the library, playground leaders, recreation workers, special events coordinators and aides, ice rink caretakers, chairlift operators, ballfield maintenance workers, laborers (rose garden, gardeners, grass mower, litter pickup, street marking and legend painters).

1. Permanent employees who are substituting in a vacant position shall, during any layoff affecting their permanent position or the position to which they are substituting, return to their permanent position.

2. Permanent employees who are promoted provisionally shall, during any layoff affecting their permanent position or the position to which they were provisionally promoted, return to their permanent position.

3. Permanent employees who are on a leave of absence shall, during any layoff affecting their position, be deemed to have returned to his/her position.

4. If any city employee is displaced from a regular civil service position with the employer, then the employer shall allow the displaced employee to replace any temporary, provisional, or substitute worker who is performing work which the laid off employee can satisfactorily perform at the laid off employee's regular rate of pay with the same benefits as received by a permanent employee. If any employee qualified to shelve books, in the library department is laid off, he or she may displace part-time library book shelveers to the extent possible to secure full-time employment at the employee's regular rate of pay and receiving regular benefits.

5. In filling any temporary, provisional, or substitute positions, the employer shall first offer the temporary employment to individuals whose names appear on a city re-employment list, and who the employer agrees can satisfactorily perform the work, by seniority, as provided for in this agreement at the employee's regular rate of pay and with the same benefits as received by a permanent employee. However, the employer need not make such an offer to an individual who has declined three offers of temporary provisional or seasonal work, or has been on a re-employment list for three years or longer and has not accepted temporary, provisional or seasonal work, or who has declined an offer of a full-time, permanent position.

6. The employer agrees to comply with the provisions of MSA 179A.03, Subd. 14 (f), or its successor in the hiring of temporary employees. The Employer also agrees the same standard shall apply to temporary employees hired through an employment agency.

(c) For purposes of layoff, seniority shall be determined by using the employee's original hire date from which he or she has been continuously employed within this bargaining unit after December 31, 1985 to determine the least senior. Employees employed before January 1, 1986, who are currently in the bargaining unit shall retain seniority held and calculated as of December 31, 1985. Seniority ties shall be determined in the manner laid out in Article 20.

(d) During any layoff that affects a certified or non-certified apprenticeship or training program, all trainees or apprentices shall be laid off until such time as the laid off journeyman or an employee who has completed said program has been recalled or withdraws his or her name from said list or who has been removed from said list according to Sections 40.6 and 40.7.

(e) Bumping: When an employee is laid off in a job title in the work force, he or she shall be permitted to exercise his or her seniority rights to bump (replace an employee with less seniority). Such employee may, if he or she so desires, bump any employee in the same or lower job classification in the same job series within the same department, provided the bumping

employee has greater seniority than the employee whom he or she bumps, and such bumping shall be accomplished according to the following procedure:

1. When a position in a series of job titles is eliminated, the employee in that position shall be given the option to bump by seniority (e.3.) into any position in the same job title within the department. If an employee does not have sufficient seniority to maintain a position within his or her job title, he or she shall be given the option to bump any employee with less seniority in the next lower job title in that job series within that department.

2. The procedure as described in (Sec. e. 1.a) shall be followed in each lower job title until the least senior employee(s) in the lowest job title in a series within the department is laid off.

3. Any employee who chooses not to exercise his or her bumping rights shall be placed on the re-employment list.

4. When a position that is not in a series of job titles is eliminated, the least senior (39.1.c.) employee in that job title within that department shall be laid off.

(f) For the purposes of this article, the following job series shall each be treated as separate departments: Custodial, Secretarial-Clerical, Accounting and Bookkeeping.

(g) Seniority Ties: Where two (2) or more persons in a job title in which a layoff or reduction is to be made have equal seniority in a job title, the order of layoff or reduction in such tie cases shall be determined first by the total time in the job title in the department and second by total time in the department. If a tie still exists, seniority shall be determined from the highest score on the last examination for the job title that the employee held at the time of layoff.

(h) For purposes of this article only, the employees in the Building Safety Division will bump in the layoff series as if they are in the Administrative Services Department.

39.2. a. For the purposes of this article, job title(s) shall be defined to mean Civil Service job classification(s). For the purpose of this article, the Civil Service Classifications of Clerical Technician and Clerical Support Technician (J.A.T.C.) shall be treated as one job title. Layoffs and/or bumpings that occur within this composite job title shall be according to the process that is set for in section 38.1.

b. For the purposes of this article, the Civil Service job classifications of Collection System Maintenance Worker, Utility Operator, and Water and Gas Maintenance Journeyperson shall be treated as one job title.

39.3. "Series of job titles" or "job series" as referred to in this article shall be the list of job titles and their order that are negotiated between the union and the employer.

39.4. Demotions made in accordance with this article are not subject to the requirements contained in Article 35 - Demotions, but are subject to the grievance procedure in this collective bargaining agreement.

39.5. The Appointing Authority shall notify in writing the employee or employees to be laid off ten (10) working days prior to actual layoff and shall forthwith transmit to the Civil Service Board and the Union the names of those so notified.

ARTICLE 40 - RE-EMPLOYMENT LIST

40.1. The name of any employee who has been laid off shall be placed on the re-employment list, which shall be the same list required by the Civil Service Code. The Administrative Assistant or his designee shall enter on the appropriate re-employment list(s), (as provided for in Sec. 2 and 3 of this article), the name(s) of those employees eligible for re-employment and who desire to be re-employed when vacancies occur in the job title(s). The Union shall receive copies of all such lists, and shall be notified of any changes on said lists.

40.2. For job title(s) that are in a City-wide department (see Article 39.1.f, Par. 1.f.)

(a) The name(s) of laid off employees shall be arranged on a re-employment list for the job title from which an employee was laid off and for all lower job titles in the same series in the order of their total seniority with the City.

40.3. For job titles not in a City-wide department, the name(s) of any laid off employee(s) shall be arranged on the re-employment list(s) in the following manner:

(a) A list by job title and the department from which the employee(s) was laid off and by arranging said employee(s) name by total seniority with the City.

(b) A list of any lower job title(s) within the department that has been determined to be part of the same job series, as provided for in Article 39, and by arranging said employee(s) name by total seniority with the City.

(c) A list by job title(s) on a City-wide basis and arranging said employee(s) name by total seniority with the City. This list should be used for those job titles which have the same job description and are used in more than one department (i.e. Light Equipment Operator, Parks Department and Light Equipment Operator, Public Works Department).

40.4. Employees shall be recalled from the re-employment list according to the following procedure:

(a) Employees not in a City-wide department.

1. Sec. 40.3(a) shall be followed first.
2. Sec. 40.3(b) shall be followed second.
3. Sec. 40.3(c) shall be followed third.

(b) Employees in a City-wide department.

1. Sec. 39.2(a) shall be followed.

40.5. Employees who have or could be placed on the re-employment list by other articles of this agreement or as provided for by Civil Service Rules shall have their name placed on appropriate lists as provided for in Sec. 40.2 and 40.3.

40.6. To determine if any employee is interested in remaining on such re-employment list(s), the Administrative Assistant or his designee shall, on or about the anniversary date of the layoff and when a position(s) becomes available, contact by certified mail each employee who has not been re-employed. Employees shall have fourteen (14) calendar days to respond by certified mail to the Administrative Assistant or his designee if they are interested in accepting a position or if they are still interested in remaining on a re-employment list.

40.7. The Administrative Assistant or his designee may remove an employee's name from the re-employment list for a position in the job title from which the employee was originally laid off

if: (1) the employee indicates he or she is no longer interested in said position; or (2) the employee refuses to accept an appointment for such position without giving a satisfactory reason. Employees refusing to accept an appointment for a position in a lower job title than the one from which the employee was originally laid off shall have their names removed from such lower list.

ARTICLE 41 - PROBATION TERM

41.1. Probation term employees may be required to serve a probation period which shall not exceed six (6) consecutive calendar months.

ARTICLE 42 - EMPLOYEE SAFETY

42.1. The Employer agrees to maintain sanitary and safe working conditions and to maintain adequate and suitable first aid facilities. The Employer shall furnish and maintain rubber gloves, hip boots, rain gear, hard hats, protective shields, safety appliances, special tools required for safety, and scaffolding, and train the employees using such equipment in the proper use of same. The Employer reserves the right to determine what departments and personnel should receive the above-listed equipment. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which is furnished to them hereunder and comply with the safety, sanitary, and fire regulations issued by the Employer.

ARTICLE 43 - CIVIL SERVICE RULES

43.1. The Employer and Union agree that grievances regarding the interpretation or application of provisions contained in both this Agreement and Chapter 13 of the Duluth City Code, which deals with Civil Service, shall be resolved pursuant to the procedures set forth in said Chapter 13 of the City Code, and shall not be subject to the grievance procedures contained in this agreement.

43.2. The Union shall be afforded the opportunity to discuss contemplated changes to the Civil Service Rules with the Employer.

43.3. In addition to the authority and responsibility conferred upon the Civil Service Board by the City Charter and the other provisions of Chapter 13 of the Duluth City Code, the Board shall act in accordance with the authority and responsibility conferred upon it by any provision of this collective bargaining agreement.

43.4. Whenever tests are to be held to establish an eligible list for any class, the Civil Service Board, after securing the recommendation of the appointing authority, shall decide as to whether promotion or original entrance tests, or both, shall be held. If both promotion and original entrance tests are held, the tests will be identical in nature and scored as separate categories.

43.5. The Employer and the Union shall each appoint an equal number of representatives to a committee established to review whether a position should be filled by giving an open, promotional, or open and promotional civil service test. The recommendations to which a majority of the committee agree shall be forwarded as a joint recommendation to the Civil Service Board.

43.6. Employees who were incumbents in the classifications of either Water & Gas Regulator Mechanic or Water & Gas Radio Dispatcher on December 1, 1998, shall have the right to return to their last previously held classification without further testing, and shall retain seniority and benefits as set out in this contract.

ARTICLE 44 - LABOR-MANAGEMENT COMMITTEE

44.1. A committee consisting of one representative of the Union and one representative of the Personnel Department of the City of Duluth shall be established to meet and confer on the following functions during the period of this Agreement:

At least once every three (3) months, the Personnel Committee shall meet to discuss job audits and related issues. Unless otherwise stated below, all requests for job audits for the purpose of determining whether the specifications for a job title should be amended, whether certain positions should be reclassified to a different job title, or whether there is a need to establish a new job title to describe an existing position shall be reviewed by the Personnel Committee prior to staff audit work.

Upon completion of staff audit work, a copy of the audit shall be sent to the Union no later than fourteen calendar days prior to the date it is scheduled on the Civil Service Board Agenda.

44.2. The Personnel Committee shall meet and negotiate the pay rate and placement in a layoff series for:

(a) Any new or modified job specification or title resulting from a job audit.

(b) Any new position with a new title created unrelated to a job audit.

(c) When the Employer creates a new job description or amends a current job description, it shall notify the Union of the proposed rate of pay. The Employer and the Union shall meet and negotiate regarding the rate of pay for the job description. If the Employer and the Union are unable to reach an agreement as to the rate of pay for the job description within 10 days from the Employer's written notice to the Union that a pay rate must be set, then either may request mediation services from the Bureau of Mediation Services.

1. If agreement has not been reached after one mediation session or if a second session has not occurred within 20 days of the date of the request, then either party may request the mediator to make an immediate written recommended settlement. The recommendation shall become binding 5 days after receipt of it by the Employer.

2. The cost, if any, of the mediator shall be equally split between the Employer and the Union.

3. The Employer and the Union shall each submit to the mediator only one final best position for the pay rate for the job description. The only other materials that a party may present to the mediator are:

- a. discussion held in the mediation session;
- b. joint stipulations as to facts;
- c. affidavits of individual parties, should the parties disagree as to the facts;
- d. a copy of the approved civil service job description;
- e. staff job evaluation reports, with pay equity study results used only to show if there is non-compliance;
- f. and a letter supporting its position (not to exceed two (2) pages 8½x11 inches, double-spaced, with one inch margins and twelve point type).

[Management rights are found in Article 5 of this agreement.]

The mediator's written recommendation shall award either the Union's final position or the Employer's final position. The mediator shall have no power to make any recommendation other than the final, best position submitted by one of the parties.

44.3. The Personnel Committee shall meet to discuss the establishment of apprenticeship programs. If the Employer and Union representatives on the Committee mutually agree on such a program, a supplemental agreement shall be prepared and recommended for approval by the City Council.

44.4 A Labor Management Committee consisting of three union appointed representatives and three management representatives shall be created for the purpose of establishing Labor-Management Subcommittees. This umbrella committee has the authority to establish, monitor the progress of, forward the recommendations of the subcommittees to the Administration and Labor and dissolve any subcommittee established. Recommendations will be responded to by the responsible manager and/or business agent in a timely manner. These labor-management subcommittees will be responsible for collaboratively addressing common interests that may include, but are not limited to the following:

- Budget related issues
- Staffing levels
- Employee retention
- Working environment
- Health and safety issues
- Customer service levels
- Compensatory time
- Employee expense policies

44.5 Job Audits. The Employer agrees to provide a list of the current jobs awaiting completion of a job audit.

a. For those jobs on the list prior to November 1, 2003, the Employer agrees that any pay adjustment will take effect on completion of the job audit or July 1, 2004, whichever occurs first.

b. For job audit requests that are added to the list after this agreement is approved, the Employer agrees to make any pay adjustments from those job audits take effect no later than six months from the date the job audit request is filed.

ARTICLE 45 - GRIEVANCE PROCEDURE

45.1. An employee or group of employees with a grievance shall, within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance through the Union in writing to the appropriate first line or division manager or, in the absence of such manager, to his or her authorized representative with a copy of the grievance being sent to the Department Director. Within five (5) working days of receipt of the grievance, the manager shall meet with the grieving employee/s and the steward to try to fairly and equitably resolve the grievance.

45.2. Should the manager and grieving employee/s be unable to easily resolve the grievance, the manager and the union steward will meet and collaboratively prepare a written report of the specific contract language, facts, and circumstances pertaining to the grievance. Such fact and circumstances report shall be prepared within five (5) working days of the initial meeting between

the manager and employee/s. Both sides shall make a good faith attempt to make the report as complete and accurate as possible. Preparation of the report shall include jointly interviewing all those affected by or with knowledge of the facts and circumstances surrounding the grievance.

45.3. The manager, in consultation with the department head shall present the Employer's position in writing to the employee or employees and the Union within seven (7) working days after receipt of the fact and circumstances report. Grievances not resolved within the department must be presented by the employee or employees through the Union in writing to the Administrative Assistant or designee within twelve (12) working days after the Employer has given its reply to such grievance. The Administrative Assistant or designee shall reply in writing to the aggrieved employee or employees and the Union within twelve (12) working days after receipt of such grievance. The resolution of grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the employee or employees, the Union and the Employer.

45.4. If the grievance is not settled in accordance with the foregoing procedure, the Union may, within twelve (12) working days after receipt of the reply of the Administrative Assistant or designee submit the grievance to arbitration by serving notice in writing of such submittal upon the Administrative Assistant or designee. In the event the parties are unable to agree upon an arbitrator within said twelve (12) day period, either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of at least five arbitrators. The parties shall each have the right to alternately strike names from the panel until one name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by the parties.

45.5. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue(s) submitted to him or her in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him or her. More than one grievance may be heard by the same arbitrator by mutual agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit his or her decision in writing within 30 days to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

45.6. The decision of the arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the arbitrator violates the provisions of Minnesota Statutes Annotated.

45.7. The fee and expenses of the arbitrator shall be divided equally between the parties: provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.

45.8. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee or employees or Grievance Committee may elect to treat the grievance as

denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the parties involved in each step.

45.9. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.

45.10. Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

ARTICLE 46 - UNION RIGHTS

46.1. All new employees shall be informed by the employer that the union is the exclusive representative of employees in the unit. The Employer shall provide each new employee with a copy of this Basic Agreement, together with a list of the officers of the Union, and designated steward in the employee's department. All new employees shall also be informed that a fair share fee in lieu of union membership may be charged by the Union as provided by state law.

ARTICLE 47 - P.E.O.P.L.E. CHECKOFF

47.1. The Employer shall deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 48 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

48. 1. The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to renegotiation, except with the mutual consent of the parties.

ARTICLE 49 - DURATION OF AGREEMENT

49.1. Subject to any specific limitations or extensions of effective periods which may appear elsewhere in this Agreement, this Agreement shall be effective as of the 1st day of January, 2004, and shall remain in full force and effect through the 31st day of December, 2006, and from year to year thereafter unless either party shall give written notice to the other party of such party's desire to initiate bargaining discussions over changes of any one (1) or more of the provisions contained in this Agreement, such notice to be given not less than sixty (60) days prior to the date of expiration of this Agreement.

ARTICLE 50 - JOINT APPRENTICESHIP TRAINING COMMITTEE

50.1. The Employer and the Union have entered into a separate agreement for the establishment of standards of apprenticeship. The standards of apprenticeship require the establishment of a Joint Apprenticeship Training Committee (J.A.T.C.). In order to clarify the Committee's function, the following shall apply: The Joint Apprenticeship Training Committee shall approve all apprenticeship programs, including training programs, course content, the development of a monitoring system to comply with the established programs, and the development of a

verification and certification procedure for compliance. The Joint Apprenticeship Training Committee shall not be responsible for the establishment of pay rates, job descriptions, or contract language for the implementation of those programs.

ARTICLE 51 - REOPENERS

51.1. The parties agree to meet and confer in the Insurance Committee for appropriate changes in medical insurance plan, and long-term disability plan, to achieve reasonable and conservative cost containment suggestions.

51.2. The parties agree to meet and confer preferably with the J.A.T.C. Committee to discuss changes in the structuring of Appendix 5, Apprenticeship Programs, and then negotiate contract changes, if possible.

51.3. During the term of this contract, either party may require the other to negotiate provisions of this contract concerning rate of pay for employees who answer telephone calls while on stand-by duty - Article 18.

51.4. During the term of this Agreement, either party may require the other to meet and negotiate concerning the recommendation of the Uniform Committee (Article 11.8), including any concerning jackets in the Public Works Department, the effect of the drug and alcohol policy on terms and conditions of employment, or the pay for specially audited jobs (Article 44.4).

51.5. During the term of this Agreement, either party may require the other to meet and negotiate concerning any new or modified job specification or title, or any issue of pay, seniority, assignment, scheduling, or other term or condition of employment not otherwise reserved to management as an inherent management right, resulting from the integration of the Department of Water and Gas and the Department of Public Works.

ARTICLE 52 - COMPARABLE WORTH

The employer agrees to comply with current comparable worth laws. If any changes are necessary, they will be negotiated with the bargaining unit.

ARTICLE 53 - FLEXIBLE BENEFITS

Any employee may participate in the City of Duluth flexible benefits plan in accordance with federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

Dated:

CITY OF DULUTH

By _____
Administrative Assistant

By _____
Mayor

Approved as to form:

Attest _____
City Clerk

City Attorney

LOCAL 66, CITY AND COUNTY PUBLIC
SERVICE UNION OF THE A.F.S.C.M.E.,
represented by Minnesota Arrowhead
District Council 96

By _____
President, AFSCME Local 66

By _____
Director, Council 96

By _____
Business Representative

APPENDIX 1

TITLE	RANGE	JOB CLASS NO.
Administrative Clerical Specialist	127	1810
Administrative Finance Specialist	90%-100% of 129E	1819
Administrative Information Specialist	90%-100% of 129E	1818
Administrative Secretarial Specialist	127	1811
Animal Shelter Leadworker	30	1534
Animal Control Officer	24	4435
Appliance Mechanic Apprentice	26A-27E**	4438
Appliance Mechanic Journeyperson	30**	4238
Appraiser	127A-134E**	3332
Assessment Systems Analyst	132	3219
Assessors Office Coordinator	131	1737
Assistant Business Developer	135	3111
Assistant Golf Course Superintendent	31	4129
Assistant Storekeeper	24	4303
Athletic Turf Maintenance Coordinator	30	4447
Bridge Operator	27	4429
Building Maintenanceperson	26	4203
Business Developer	142	3118
Carpenter	29	5206
Chemist	31	3216
Chief Communications Liaison	136	4124
Chief Water Plant Operator	34	1711
Clerical Specialist	124	4320
Clerical Support Technician	79%-100% of 121E	4336
Clerical Technician	120	4419
Code Plan Review Consultant	27	4420
Collection System Maintenance Worker	28	4241
Community Liaison	127	4131
Computer Operator	122-124(2)	4228
Construction Inspector	31	5102
Construction Inspector Supervisor	33	1717
Coordinator, Handicapped Access Center	127	3422
Corrosion Technician	32	5404
Criminal Intelligence Analyst	131	1822
Electrical Inspector	31	5104
Electrician	29	5205
Electronics Technician	30A-31E	3228
Electronics Technician Leadworker	33	1533
Employee Benefits Administrator	136	3221
Employment Technician	131	3421
Engineering Technician	28*(1)	4106
Environmental Projects Coordinator	35	1537
Equipment Maintenance Specialist	25	4430
Finance Technician	82%-100% of 126E	3425
Financial Analyst	70%-100% of 136E	3120
Fleet Services Leadworker	32	1752
Fleet Services Lead Storekeeper	32	1753
Garden Maintenance Worker	24	5401
Gas and Energy Coordinator	32	1750
Gas Control Leadworker	32	1720

Gas Control Operator I	26	4302
Gas Control Operator II	28	4212
Gas Fitter	29	4240
Geographical Information Systems Specialist	133A-136E(4)	3213
Graphics Coordinator	131	3305
Head Mechanic	28	1804
Heating and Ventilating Inspector	31	5103
Heavy Equipment Mechanic	28	4133
Heavy Equipment Operator	27	4205
Housing Inspector	29	3404
Housing Inspector Leadworker	31	1535
Industrial Equipment Technician	27	4242
Information Technician	82%-100% of 126E	3424
Janitor I	121	4411
Janitor II	122	4316
Janitorial Supervisor	25	1822
Librarian I	128	3409
Librarian II	131	3303
Librarian III	136	1331
Library Assistant II	119	4313
Library Custodian	22	4408
Library Technician	119A-123E**	4327
Lift Station Apprentice	23A-25E**	4417
Lift Station Operator	29	4229
Light Equipment Operator	26	4216
Loss Control Specialist	131	4130
Maintenance Operations Leadworker	32	3331
Maintenance Worker	22	4405
Master Electrician	31	5205
Master Plumber	31	1820
Meter Mechanic	29	4208
Meter Reader	22	4409
Network Administrator	137	3215
Painter	29	5202
Paralegal	131	3224
Park Maintenanceperson II	27	4218
Park Maintenance Worker	27	4141
Parking Meter Monitor	18	4415
Parking Ramp Attendant	15	5402
Parks and Garden Maintenance Leadworker	32	1747
Personnel Analyst	131	3222
Personnel Technician II	137	3203
Pipeline Welder	29	4432
Planner I	127	3426
Planner II	131	3302
Plumber	29	5204
Plumbing Inspector	31	5101
Police Records Coordinator	132	1743
Programmer Analyst	133-136 (3)	3212
Project Architect	36	3108
Project Coordinator	32	3321
Project Engineer	36	3112
Prosecution Assistant	131	4128
Public Information Coordinator	135	3113
Recreation Specialist	26	4434

Regulator Mechanic	29	4207
Safety and Training Coordinator	137	1522
Secretarial Specialist	124	4321
Senior Animal Shelter Technician	26	4237
Senior Buyer	133	3316
Senior Center Coordinator	124	4338
Senior Clerical Specialist	125	4232
Senior Community Employment Director	134	1738
Senior Computer Operator	125	4118
Senior Engineering Specialist	34	3119
Senior Engineering Technician	31 (1)	1810
Senior Gas Control Operator	30	3225
Senior Library Technician	125	4223
Senior Pipeline Welder	30	4339
Senior Planner	134	3204
Senior Programmer Analyst	137	3114
Senior Programs Director	135	3307
Senior Ramp Worker	24	5105
Senior Secretarial Specialist	125	4234
Senior Water Chemist	37	3104
Sheet Metal Mechanic	29	4211
Signal Systems Apprentice	23*	4422
Signal Technician	28	4226
Solid Waste Compliance Officer	31	1817
Special Events Coordinator	129	4127
Storekeeper	27	4201
Support Analyst	131	4126
Traffic Maintenanceperson	26	4304
Traffic Operations Leadworker	32	3331
Utility Operator	28	4140
Utility Operations Leadworker	32	1749
Utility Radio Dispatcher	26	4210
Utility Service Journeyperson	28**	4220
Utility Serviceperson	25A**	4407
Van Driver	14a	5405
Warehouse Assistant	29	4243
Warehouse Leadworker	32	4132
Water & Gas Equipment Operator	29	4114
Water & Gas Maintenance Journeyperson	28*	4231
Water & Gas Service Leadworker	32	3226
Water Plant Operator A	31	3330
Water Plant Operator B	28	4116
Water Plant Operator Apprentice	26	4424
Water Quality Specialist	31	1738
Welder	28	4431
Workforce Development Planner	130	3320
Zoning Coordinator	30	3306
Zoo Keeper I	23	4426
Zoo Keeper II	25	4219

** The salary for any person so employed shall be determined in accordance with Clause 8, Paragraph 8.7.

*** Pay rate shall be the same as that of the Administrative Secretary including any comparable worth pay supplement, commencing January 1, 1988.

APPENDIX 2
2004 Basic Pay Plan

<u>RANGE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
116	1705	1765	1839	1901	1978
117	1765	1839	1901	1978	2056
118	1839	1901	1978	2056	2135
119	1901	1978	2056	2135	2219
120	1978	2056	2135	2219	2316
121	2056	2135	2219	2316	2413
122	2135	2219	2316	2413	2508
123	2219	2316	2413	2508	2613
124	2316	2413	2508	2613	2716
125	2413	2508	2613	2716	2827
126	2508	2613	2716	2827	2950
127	2613	2716	2827	2950	3082
128	2716	2827	2950	3082	3216
129	2827	2950	3082	3216	3351
130	2950	3082	3216	3351	3497
131	3082	3216	3351	3497	3643
132	3216	3351	3497	3643	3820
133	3351	3497	3643	3820	3983
134	3497	3643	3820	3983	4164
135	3643	3820	3983	4164	4269
136	3820	3983	4164	4269	4538
137	3983	4164	4269	4538	4747
138	4164	4269	4538	4747	4974
138A	4269	4472	4679	4899	5133
139	4341	4538	4747	4974	5194
140	4538	4747	4974	5194	5415
140A	4671	4896	5127	5415	5628
141	4747	4974	5194	5415	5683
142	4974	5194	5415	5683	5940

Ranges from Confidential B.M.S. Hearing

4	2203	2296	2400	2512	2609
6	2512	2609	2727	2843	2967
7	2727	2848	2971	3119	3268
9	3099	3242	3390	3542	3703
10	3759	3939	4136	4339	4548
14A	1388	1443	1501	1561	1624
14	1208	1248	1294	1336	1385
15	1595	1665	1730	1800	1862
16	1816	1830	1863	2036	2123
17	1830	1863	2036	2123	2211
18	1863	2036	2123	2211	2297
19	2036	2123	2211	2297	2389
20	2123	2211	2297	2389	2496
21	2211	2297	2389	2496	2600
22	2297	2389	2496	2600	2706
23	2389	2496	2600	2706	2821

<u>RANGE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
24	2496	2600	2706	2821	2947
25	2600	2706	2821	2947	3067
26	2706	2821	2947	3067	3196
27	2821	2947	3067	3196	3337
28	2947	3067	3196	3337	3487
29	3067	3196	3337	3487	3639
30	3196	3337	3487	3639	3818
31	3337	3487	3639	3818	3968
32	3487	3639	3818	3968	4145
33	3639	3818	3968	4145	4332
34	3818	3968	4145	4332	4525
35	3968	4145	4332	4525	4731
36	4145	4332	4525	4731	4950
37	4332	4525	4731	4950	5180
38	4525	4731	4950	5180	5415
39	4731	4950	5180	5415	5665

APPENDIX 3
2005 Basic Pay Plan

<u>RANGE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
116	1773	1836	1913	1977	2057
117	1836	1913	1977	2057	2138
118	1913	1977	2057	2138	2220
119	1977	2057	2138	2220	2308
120	2057	2138	2220	2308	2409
121	2138	2220	2308	2409	2510
122	2220	2308	2409	2510	2608
123	2308	2409	2510	2608	2718
124	2409	2510	2608	2718	2825
125	2510	2608	2718	2825	2940
126	2608	2718	2825	2940	3068
127	2718	2825	2940	3068	3205
128	2825	2940	3068	3505	3345
129	2940	3068	3205	3345	3485
130	3068	3205	3345	3485	3637
131	3205	3345	3485	3637	3789
132	3345	3485	3637	3789	3973
133	3485	3637	3789	3973	4142
134	3637	3789	3973	4142	4331
135	3789	3973	4142	4331	4440
136	3973	4142	4331	4440	4720
137	4142	4331	4440	4720	4937
138	4331	4440	4720	4937	5173
138A	4440	4651	4866	5095	5338
139	4515	4720	4937	5173	5402
140	4720	4937	5173	5402	5631
140A	4858	5092	5332	5632	5853
141	4937	5173	5402	5632	5910
142	5173	5402	5632	5910	6178

Ranges from Confidential B.M.S. Hearing

4	2291	2388	2496	2612	2713
6	2612	2713	2836	2957	3086
7	2836	2962	3090	3244	3399
9	3223	3372	3253	3684	3851
10	3909	4097	4301	4513	4730
14A	1444	1501	1531	1623	1689
14	1256	1298	1346	1389	1440
15	1660	1732	1799	1872	1936
16	1889	1903	1938	2117	2208
17	1903	1938	2117	2208	2299
18	1938	2117	2208	2299	2389
19	2117	2208	2299	2389	2485
20	2208	2299	2389	2485	2596
21	2299	2389	2485	2596	2704
22	2389	2485	2596	2704	2814
23	2585	2596	2704	2814	2935
24	2596	2704	2814	2935	3065
<u>RANGE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>

25	2704	2814	2935	3065	3190
26	2814	2935	3065	3190	3324
27	2935	3065	3190	3324	3470
28	3065	3190	3324	3470	3626
29	3190	3324	3470	3626	3785
30	3324	3470	3626	3785	3971
31	3470	3626	3785	3971	4127
32	3626	3785	3971	4127	4311
33	3785	3971	4127	4311	4505
34	3971	4127	4311	4505	4706
35	4127	4311	4505	4706	4921
36	4311	4505	4706	4921	5148
37	4505	4706	4921	5148	5390
38	4706	4921	5148	5390	5632
39	4921	5148	5390	5632	5892

APPENDIX 4
2006 Basic Pay Plan

<u>RANGE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
116	1844	1909	1990	2056	2139
117	1909	1990	2056	2139	2224
118	1990	2056	2139	2224	2309
119	2056	2139	2224	2309	2400
120	2139	2224	2309	2400	2505
121	2224	2309	2400	2505	2610
122	2309	2400	2505	2610	2712
123	2400	2505	2610	2712	2827
124	2505	2610	2712	2827	2938
125	2610	2712	2827	2938	3058
126	2712	2827	2938	3058	3191
127	2827	2938	3058	3191	3333
128	2938	3058	3191	3333	3479
129	3058	3191	3333	3479	3624
130	3191	3333	3479	3624	3782
131	3333	3479	3624	3782	3941
132	3479	3624	3782	3941	4132
133	3624	3782	3941	4132	4308
134	3782	3941	4132	4308	4504
135	3941	4132	4308	4504	4618
136	4132	4308	4504	4618	4609
137	4308	4504	4618	4609	5134
138	4504	4618	4609	5134	5380
138A	4618	4837	5031	5299	5552
139	4696	4609	5134	5380	5618
140	4609	5134	5380	5618	5857
140A	5052	5296	5545	5857	6087
141	5133	5380	5618	5857	6149
142	5380	5618	5857	6149	6425

Ranges from Confidential B.M.S. Hearing

4	2383	2484	2596	2716	2822
6	2716	2821	2949	3075	3209
7	2949	3080	3214	3374	3535
9	3351	3507	3383	3831	4005
10	4065	4261	4473	4694	4919
14A	1502	1561	1592	1688	1757
14	1306	1350	1400	1445	4798
15	1726	1801	1871	1947	2013
16	1965	1979	2016	2202	2296
17	1979	2016	2202	2296	2391
18	2124	2202	2296	2391	2485
19	2202	2296	2391	2485	2584
20	2296	2391	2485	2584	2700
21	2391	2485	2584	2700	2812
22	2485	2584	2700	2812	2927
23	2584	2700	2812	2927	3052
24	2700	2812	2927	3052	3188
25	2812	2927	3052	3188	3318
<u>RANGE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>

26	2927	3052	3188	3318	3457
27	3052	3188	3318	3457	3609
28	3188	3318	3457	3609	3771
29	3318	3457	3609	3771	3936
30	3457	3609	3771	3936	4130
31	3609	3771	3936	4130	4292
32	3771	3936	4130	4292	4483
33	3936	4130	4292	4483	4685
34	4130	4292	4483	4685	4894
35	4292	4483	4685	4984	5118
36	4483	4685	4894	5118	5354
37	4685	4894	5118	5354	5606
38	4894	5118	5354	5606	5857
39	5118	5354	5606	5857	6127

APPENDIX 5

SENIOR ENGINEERING TECHNICIAN (1)

A person occupying a position as an Engineering Technician shall become eligible for participation in the Senior Engineering Technician Program upon reaching Salary Range 28, step E. Entrance to the program begins on the date Human Resources receives written notification from an eligible employee of his/her interest in participating. Participation in this program shall be voluntary.

The salary for any person entering the Senior Engineering Technician Program shall be as follows:

SALARY RANGE 31, STEP B for any such person upon entrance to the program.

SALARY RANGE 31, STEP C for any such person with not less than six (6) months service at salary range 31, step B and with satisfactory service* for the preceding six (6) months and with successful completion of one of the three training modules described herein.

SALARY RANGE 31, STEP D for any such person with not less than six (6) months service at salary range 31, step C and with satisfactory service* for the preceding six (6) months and with successful completion of one of the remaining two training modules described herein.

SALARY RANGE 31, STEP E for any such person with not less than six (6) months service at salary range 31, step D and with satisfactory service* for the preceding six (6) months and with successful completion of the remaining training module described herein.

Upon reaching Salary Range 31, Step E, the participating employee shall automatically be reclassified to Senior Engineering Technician.

The training modules listed above are as follows:

**Module I: Interpersonal communications and writing skills

**Module II: Team performance (includes problem solving, decision-making, conflict resolution)

**Module III: Microcomputer applications

*Satisfactory service will be a determination of the City Engineer. Incumbents who disagree with the City Engineer's determination may grieve it in accordance with Article 45 of this agreement.

**Courses for each module will be determined by the City Engineer and will be revised as necessary to remain current with changing technology.

DATA PROCESSING CAREER DEVELOPMENT PLAN
COMPUTER OPERATOR SERIES (2)

The salary for any person appointed to a position as a Computer Operator shall be as follows:

SALARY RANGE 122, STEP A, for any such person with less than six (6) months of service in such position.

SALARY RANGE 122, STEP B, for any such person with not less than six (6) months service in such position.

SALARY RANGE 122, STEP C, for any such person with not less than eighteen (18) months service in such position; who has satisfactorily completed Computer Operator Course I, the content of which shall have been approved by the Personnel Committee; whose satisfactory completion of such course shall have been certified by the Administrative Assistant or his designee; who has been certified according to Personnel Department requirements as being competent at performing the duties of such position; and whose service rating for the preceding six (6) months has been rated satisfactory by the individual's department director.

SALARY RANGE 122, STEP D, for any such person with not less than twelve (12) months service at salary Range 122, Step C.

SALARY RANGE 122, STEP E, for any such person with not less than twelve (12) months service at Salary Range 122, Step D.

SALARY RANGE 123, STEP E, for any such person with not less than twelve (12) months service at Salary Range 122, Step E; who has satisfactorily completed Computer Operator Course #I and #II, the content of which shall have been approved by the Personnel Committee; whose satisfactory completion of such courses shall have been certified by the Administrative Assistant or his designee; who has been certified by the Personnel Department requirements as being competent at performing the duties of such position; and whose service rating for the preceding six (6) months has been rated as satisfactory by the individual's department director.

A Computer Operator shall be automatically promoted to pay Step 124E upon passing a Personnel Department Education and Experience Rating Exam after being at Salary Range 123, Step E, for not less than six (6) months; and whose service rating for the preceding six (6) months has been rated satisfactory, including Computer Operator Course #I and #II.

DATA PROCESSING CAREER DEVELOPMENT PLAN
COMPUTER OPERATOR SERIES (2)

The salary for any person appointed to a position as a Computer Operator shall be as follows:

SALARY RANGE 122, STEP A, for any such person with less than six (6) months of service in such position.

SALARY RANGE 122, STEP B, for any such person with not less than six (6) months service in such position.

SALARY RANGE 122, STEP C, for any such person with not less than eighteen (18) months service in such position; who has satisfactorily completed Computer Operator Course I, the content of which shall have been approved by the Personnel Committee; whose satisfactory completion of such course shall have been certified by the Administrative Assistant or his designee; who has been certified according to Personnel Department requirements as being competent at performing the duties of such position; and whose service rating for the preceding six (6) months has been rated satisfactory by the individual's department director.

SALARY RANGE 122, STEP D, for any such person with not less than twelve (12) months service at salary Range 122, Step C.

SALARY RANGE 122, STEP E, for any such person with not less than twelve (12) months service at Salary Range 122, Step D.

SALARY RANGE 123, STEP E, for any such person with not less than twelve (12) months service at Salary Range 122, Step E; who has satisfactorily completed Computer Operator Course #I and #II, the content of which shall have been approved by the Personnel Committee; whose satisfactory completion of such courses shall have been certified by the Administrative Assistant or his designee; who has been certified by the Personnel Department requirements as being competent at performing the duties of such position; and whose service rating for the preceding six (6) months has been rated as satisfactory by the individual's department director.

A Computer Operator shall be automatically promoted to pay Step 124E upon passing a Personnel Department Education and Experience Rating Exam after being at Salary Range 123, Step E, for not less than six (6) months; and whose service rating for the preceding six (6) months has been rated satisfactory, including Computer Operator Course #I and #II.

PROGRAMMER ANALYST CAREER DEVELOPMENT PLAN (3)

The salary for any person appointed to a position as a Programmer Analyst shall be as follows:

Range 133, step A with less than 6 months service in such position.

Range 133, step B with not less than 6 months service in such position

Range 133, step C with not less than 12 months at step B and with satisfactory service for the preceding 12 months.

Range 133, step D with not less than 12 months at step C and with satisfactory service for the preceding 12 months.

Range 133, step E with not less than 12 months at step D and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 134, step E with not less than 12 months at Range 133, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 135, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 136, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

*Satisfactory service will be determination of the Manager, MIS. Incumbents who disagree with the Manager's determination may grieve it in accordance with Article 45 of this agreement.

GIS SPECIALIST CAREER DEVELOPMENT PLAN (4)

The salary for any person appointed to a position as a GIS Specialist shall be as follows:

Range 133, step A with less than 6 months service in such position

Range 133, step B with not less than 6 months service in such position

Range 133, step C with not less than 12 months at step B and with satisfactory service for the preceding 12 months.

Range 133, step D with not less than 12 months at step C and with satisfactory service for the preceding 12 months.

Range 133, step E with not less than 12 months at step D and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a professional vendor or third-party training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 134, step E with not less than 12 months at Range 133, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 135, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 136, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

*Satisfactory service will be determination of the Manager, MIS. Incumbents who disagree with the Manager's determination may grieve it in accordance with Article 45.

LETTER OF ADDENDUM (A)
PART TIME EMPLOYEES

This addendum to the contract will be effective during the 2004 and 2005 and 2006. The letter shall remain in full force and effect until December 31, 2006, or until changed by mutual agreement between the parties, whichever comes first. Should this provision expire by its own terms, part time employees covered by it at the time of expiration shall continue to be covered by its provisions.

Definition - A part time employee works more than 14 hours a week, but not more than 30 hours a week.

Hiring - Part time positions will be filled according to Civil Service Rules and existing practices used for full time employees and procedures set forth in this contract for full time employees.

No full time employee will have his/her hours involuntarily reduced. No coercion or pressure will be brought to bear on any employee to reduce his/her hours.

Part time employees who are laid off are entitled to the same rights as full time employees as outlined in Article 38.1.

Part time positions that increase from under 24 hours a week to more than 24 hours a week, or from under 30 hours a week to more than 30 hours a week, will be reposted and interested employees will be selected off the appropriate Civil Service list and in accordance with Civil Service Rules.

Benefits will accrue to part time employees in the following manner:

Employees who are scheduled to work 14-23½ hours a week will accrue benefits at ½ the full time rate.

Employees who are scheduled to work 24-30 hours a week will accrue benefits at ¾ the full time rate.

Employees who are scheduled to work more than 30 hours a week will accrue benefits at the full time rate.

For part time employees, the Employer shall contribute the full cost of the part time employee's single health care coverage. The coverage shall be the same as that furnished to full time employees.

Part time employees will be eligible for all benefits, effective after the same time periods as their full time counterparts.

Seniority for part time employees shall be calculated based upon hours scheduled to be worked (1950 hours for pay ranges 116 to 142 and 2080 hours for pay ranges 14 to 39 shall be equivalent to one full year of full time employment.).

For holidays, each part time employee will be scheduled to work a fraction of each holiday based upon the hours they are scheduled to work each week and shall be granted time off with pay.

Overtime will be paid according to the provisions set out in the collective bargaining agreement.

By _____
Administrative Assistant

By _____
Mayor

Approved as to form:

By _____
By _____
City Attorney

City Clerk

LOCAL 66, CITY AND COUNTY PUBLIC
SERVICE UNION LOCAL 66 OF THE
AFSCME, represented by MINNESOTA
ARROWHEAD DISTRICT COUNCIL 96

By _____
President, Local 66

By _____
Director, Council 96

Business Representative

LETTER OF ADDENDUM (B)

The following individuals will be allowed to participate in the standby schedule as provided in 18.2, 18.3, and 18.4 of this agreement.

The one (1) Water and Gas Pipeline Welder who was on standby schedule September 1, 1986.

Storekeeper: On October 24, 1986.

When an individual listed herein no longer agrees to participate in the standby schedule or leaves his/her current position, his/her name shall be removed from the list in 18.3 and he/she shall not be allowed to participate in the future.

Dated time of approval of attached Contract.

By _____ By _____ Personnel
Director Mayor

Approved as to form:

By _____
Attest _____
Deputy City Attorney City Clerk

LOCAL 66, City and County Public
Service Union Local 66 of the AFSCME,
represented by Minnesota Arrowhead
District Council 96

By _____ By _____
President, Local 66 Director, Council 96

Business Representative

LETTER OF ADDENDUM (C)
HEALTH INSURANCE

1. It is jointly agreed between the Union and the City that the goal of the two parties is to establish a joint Labor-Management Committee that will administer the health insurance plan of the City, all collective bargaining units and eligible sub-groups. This collective bargaining agreement will be amended as soon as possible to include a plan for the administration which is agreeable to all five unions and the City. If the by-laws require a unanimous vote, there must be a method established for the resolution of impasses reached by the committee.
2. The health insurance fund is a dedicated fund and can only be used for the payment of health care expenses, as determined by the Health Insurance Committee. Any interest earned through investment of monies in the health insurance fund shall be credited to this fund.
3. For 1994 only (due to the issue of claims experience for July 1, 1992, to June 30, 1993, being half under the fee-for-service only plan and half under a three optional plan arrangement), recalculation of the premiums for all plans will be done by April 15th using actual claims and other costs include in the calculation methodology contained in this agreement from the calendar year 1993. If the new premiums for fee-for-service family coverage calculated is more than \$10 a month different from the existing premiums at that time, the newly calculated premiums for all the rates used will be implemented beginning May 1, 1994.
4. If the reserve in the dedicated insurance fund exceeds an amount determined by this insurance committee, then the excess will be used to reduce the total projected claims cost for the following year. If the reserve in this dedicated fund falls below the level established by the committee, then the premium rate calculation for the following year shall add the amount of the shortfall to projected claims cost so that the shortfall shall be restored to the fund during that year.

By _____
Personnel Director

By _____
Mayor

Approved as to form:

Attest _____
City Clerk

By _____
Deputy City Attorney

LOCAL 66, City and County Public Service
Union Local 66 of the AFSCME, represented
by Minnesota Arrowhead District Council 96

By _____

By _____
President, Local 66

Director, Council 96

By _____
Business Representative

Supplemental Agreement

Parties to this agreement are City of Duluth (Employer) and AFSCME Council 96, Local 66 (Union).

The parties acknowledge the following:

- A. Each is bound by a collective bargaining agreement, dated 18 October 1995, to the extent provided for by law and the continuation clause of that agreement;
- B. During the term of that agreement the Bureau of Mediation Services ruled that several positions that had been in another bargaining unit are transferred into Union's bargaining unit;
- C. Each party wishes to provide for just terms and conditions of employment for the people in those positions.

Therefore, in consideration of their mutual promises, the parties agree as follows:

- 1. This agreement is supplemental to the collective bargaining agreement mentioned above, which continues as stated above. Should the terms of this agreement conflict with those of the other, the terms of this agreement shall prevail. This agreement pertains to the employees and positions that were ordered into the basic unit by the BMS in February of 1997 and includes the following individuals: Jan Anderson, Personnel Technician II; Kirk Glass, Personnel Analyst; Cliff Tanner, Personnel Analyst; Jan Mattson, Administrative Secretarial Specialist; LoAnn Wuestneck, Administrative Secretarial Specialist; Wanda Andrew, Employee Benefits Administrator; Allison Churchill, Senior Secretarial Specialist.
- 2. Each employee will retain his/her current level of pay, which will be subject to pay changes through collective bargaining the same as if the rate were contained in the appendix to the contract, as are all the other pay rates. If the employee ceases to be employed in the job class held on 3/1/97 but continues his/her employment with the City within this unit, then the employee's rate of pay will become that otherwise provided for in the contract for his or her new classification.
- 3. If an employee in the classification of Personnel Analyst or Personnel Technician II successfully completes the requirements for Society of Human Resource Management (SHRM) level one (or higher) certification, including any testing required by SHRM, then the employee shall receive a 3% pay increase. The increase shall be implemented at the beginning of the pay period that commences next after the employer receives evidence of the employee's valid certification. The employer shall reimburse the employee for reasonable and necessary expenses actually paid by the employee in obtaining the certification, not to exceed \$300.
- 4. An employee who is currently eligible for dental coverage at the \$1500 annual coverage limit, or family coverage, may, at his or her option and expense, retain that coverage limit until such time as he/she withdraws from coverage. Following withdrawal, that employee's eligibility for dental coverage and level of coverage would be regulated by the collective bargaining agreement.
- 5. Employees referred to in #1 shall receive the basic unit family health care coverage cap amount and the basic unit deferred comp/cap feature, effective 3/1/97.
- 6. Pay rates for the following job classifications (not the incumbents referred to in 1 above) shall be as follows:

Administrative Secretarial Specialist	Range 127
Senior Secretarial Specialist	Range 125
Employee Benefits Administrator	Range 136
Personnel Analyst	Range 131
Personnel Technician II	Range 136

These rates shall have the same effect as if they appeared in the appendix to the collective bargaining agreement.

7. Any employee described in #1 who retires on or before December 31, 1998, is eligible for the retiree Life Insurance coverage that would have been available to him/her pursuant to the confidential unit contract that is in force on the date of his/her retirement.
8. The Employer agrees to allow employees to use accumulated vacation time that exceeds the current AFSCME contract limits for vacation carry-over prior to June 1, 1998.
9. Beginning at the time of City Council approval of this supplemental agreement, wage rate or pay rate calculations shall be made as set out in the basic unit collective bargaining agreement, using the definitions in that agreement. Terms and conditions not mentioned in this agreement are as set out in the collective bargaining agreement.

Dated: _____

City of Duluth
By _____

By

AFSCME Council 96, Local 66

Mayor

Attest: _____

City Clerk

Approved:

Deputy City Attorney